



General Terms and Conditions of Golf GmbH & Co. KG

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Dear Guest,

If you book a golf service or other services described below with us, these General Terms and Conditions shall become part of the contractual relationship between you and Golf GmbH & Co. KG (hereinafter referred to as the "Golf Facility"). Please read these terms carefully.

§ 1 Scope of Application

(1) These General Terms and Conditions (GTC) apply to all contracts between Golf GmbH & Co. KG (hereinafter referred to as the "Golf Facility") and the customer for the provision of all services related to the playing of golf, in particular the booking of tee times, coaching lessons, rental clubs and other services typical of a golf facility. The Golf Facility's GTC shall apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that the Golf Facility has expressly agreed to their validity in text form. This requirement of consent shall apply in all cases, for example even if the Golf Facility performs the agreed services without reservation in knowledge of the customer's terms and conditions.

(3) The subletting or re-letting of booked services or other exhibition opportunities, as well as the conducting of job interviews, sales or similar events or public invitations thereto, require the prior consent of the Golf Facility in text form. Section 540 para. 1 sentence 2 of the German Civil Code (BGB) shall not apply insofar as the customer is not a consumer.

§ 2 Conclusion of Contract, Services of the Golf Facility, Limitation Period

(1) A contract between the Golf Facility and the customer shall only come into existence once the Golf Facility accepts the customer's offer to conclude a contract. Acceptance by the Golf Facility may be made without observing any specific form; as a rule, acceptance shall be made in text form by means of an oral or written booking confirmation.

(2) Non-binding reservations of tee times or other services are only possible within the framework of an express agreement between the Golf Facility and the customer in text or written form. If the customer wishes to convert a non-binding reservation into a

binding booking, the conclusion of a corresponding contract shall require renewed acceptance by the Golf Facility in accordance with the above provisions.

(3) The Golf Facility is obliged to provide the services booked by the customer – insofar as weather and course conditions permit – and, where agreed, to render additional services. Information in brochures, on the website and other service and property descriptions, including on online platforms or in local or golf facility guides, shall only become part of the contract if expressly agreed between the Golf Facility and the customer.

(4) The accommodation of animals of any kind is only permitted if expressly agreed in text or written form. In such case, the customer is obliged to provide truthful information regarding the type and size of the animal.

(5) All claims against the Golf Facility shall generally become time-barred one year after the statutory commencement of the limitation period. This shall not apply to claims for damages and other claims based on intentional or grossly negligent breach of duty by the Golf Facility.

§ 3 Prices, Terms of Payment

(1) The customer is obliged to pay the agreed prices for the services of the Golf Facility, in particular for booked tee times and coaching lessons, as well as for services provided by third parties commissioned directly by the customer or via the Golf Facility and for which the Golf Facility has advanced the costs. The same applies to charges for services that are consumption-based (e.g. use of golf carts, rental clubs) or optional/additional services designated as subject to charges.

(2) The agreed prices are final prices and include taxes applicable at the time of conclusion of the contract. The Golf Facility is entitled to adjust agreed prices if such adjustment results from changes in statutory VAT or the introduction, amendment or abolition of local charges after conclusion of the contract. If the customer is a consumer, price adjustments are only permissible if more than four months elapse between conclusion and performance.

(3) After conclusion of the contract, the Golf Facility may make its consent to a requested reduction in the scope of booked services conditional upon an increase in the price for the remaining services.

(4) If payment on account is agreed, the invoice amount is due within 14 days of receipt without deduction. From the due date, the Golf Facility may demand immediate

payment at any time. In the event of default, statutory default interest shall apply. The Golf Facility reserves the right to prove higher damages.

(5) The customer may only offset claims against the Golf Facility's claims if such claims are undisputed or legally established.

(6) The Golf Facility reserves the right to require an appropriate advance payment or other security as a condition for conclusion of the contract. The amount and due date remain subject to contractual agreement. After conclusion of the contract, the Golf Facility may request advance payment or security in justified cases. The same applies to increasing an already agreed advance payment up to the full contract amount. During the stay, the Golf Facility may request advance payment or security for existing or future claims.

(7) The customer agrees that invoices may be transmitted electronically.

§ 4 Cancellation, Withdrawal by the Customer or the Golf Facility

(1) A contractual right of withdrawal of the customer exists only if expressly agreed in text or written form. Otherwise, statutory provisions shall apply.

(2) If no right of withdrawal exists or is not exercised in due time, the Golf Facility retains its claim to the agreed remuneration even if services are not used. Income from alternative sale of tee times or coaching lessons and saved expenses shall be deducted. If resale is not possible, the customer shall pay the cancellation charges described in paragraph (3). The customer may prove that no or lesser damage occurred. In the case of multi-day guaranteed reservations, in the event of no-show all subsequent services from and including the second playing day shall be cancelled without entitlement.

(3) Unless otherwise agreed in text or written form, the following cancellation provisions apply:

- Up to 48 hours before the booked date: free cancellation (bookings up to 8 tee times / individual coaching lessons).

- Within 48 hours before the booked date or in the event of no-show: 80% of the total price.

For bookings of 8 or more tee times or golf courses:

- Up to 7 days before the booked date: free cancellation.

- Within 7 days before the booked date or in the event of no-show: 80% of the total price.

These provisions are not cumulative.

(4) If a free cancellation period has been agreed and another booking request is received, the Golf Facility may request confirmation within a reasonable deadline whether the customer waives the right of free cancellation.

(5) The Golf Facility may withdraw if an agreed advance payment or security is not provided despite reminder.

(6) The Golf Facility may also withdraw for good cause, particularly in cases of force majeure, unlawful purpose, misleading booking information, risk to operations or reputation, or serious breach of contractual obligations.

(7) In the event of justified withdrawal by the Golf Facility, claims for damages by the customer are excluded.

§ 5 Provision, Handover and Return of Tee Times, Coaching Lessons, Rental Items

(1) The customer is entitled only to the booked service category, not to specific services, unless expressly agreed in text form.

(2) Playing in the PGA Academy is available to the customer from 09:00 a.m. at the agreed tee time or coaching lesson. No entitlement to earlier availability exists unless expressly agreed in text form.

(3) The customer is obliged to return rental items (rental clubs, golf carts, etc.) after customary use on the rental day. In the event of late return, the Golf Facility may charge 100% of the list price; for continued use on the following day, 100% of the list price. The customer may prove lesser damage.

§ 6 Liability of the Golf Facility

(1) Claims for damages are excluded except in cases of injury to life, body or health, breach of essential contractual obligations, or intentional or grossly negligent breach of duty.

(2) In the event of simple negligence, liability is limited to foreseeable, typical contractual damage.

(3) These limitations also apply to legal representatives and agents.

(4) The customer must notify the Golf Facility immediately of defects and allow reasonable time for remedy.

(5) The Golf Facility is not liable for third-party services expressly identified as such.

(6) Liability for brought-in items is governed by statutory provisions. Caddie rooms are available; the Golf Facility expressly assumes no liability for golf bags, trolleys, etc. stored there.

(7) Provision of parking does not constitute a custody agreement. Liability follows the above rules.

(8) Messages, mail and deliveries are handled with due care. Liability follows the above rules.

§ 7 Data Protection

The user agrees that personal data collected may be stored, transmitted to the German Golf Association (DGV) and processed by Golf GmbH & Co. KG. By submitting the application, the applicant consents to Golf GmbH & Co. KG printing or digitally publishing, reproducing and publicly displaying the applicant's name, image and competition results for advertising or business purposes. The user may revoke consent at any time with effect for the future.

§ 8 Final Provisions

(1) Amendments and supplements must be made in text or written form.

(2) German law applies, excluding CISG and conflict-of-law provisions.

(3) For merchants and legal entities, the place of jurisdiction is the registered office of the Golf Facility.

(4) If any provision is invalid, the validity of the remaining provisions remains unaffected.

(5) The European Union provides an Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>. The Golf Facility does not participate in consumer arbitration proceedings.