1 SCOPE OF APPLICABILITY

1.1 These terms and conditions shall apply to contracts for the rental of the hotel’s conference, banquet and convention rooms or spaces for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods provided by the hotel, agreed in written form in advance with the customer.

1.2 The hotel’s prior consent in written form is required if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews as of the general information provided by the hotel. Par. 1, sentence 2 German Civil Code (BGB) is waived as insurable as the customer is not a consumer.

1.3 The customer’s general terms and conditions shall apply only if this is previously expressly agreed.

2 CONCLUSION OF CONTRACT, PARTIES, LIABILITY, STATUTE OF LIMITATIONS

2.1 The hotel and the customer are the contracting parties. The contract shall come into force upon the acceptance of the customer’s offer. At its discretion, the hotel may confirm the room reservation in written form.

2.2 The hotel is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused under similar circumstances and due to intentional or negligent violation of obligations typical for the contract. A breach of obligation of the hotel is treated as a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this No. 9. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate or prevent any possible damage to a minimum. In addition, the customer shall be obliged to notify the hotel in due time if there is a possibility that extraordinarily expensive damage may be incurred.

2.3 Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years. Insofar as the customer did not base on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years independent of knowledge thereof. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The hotel is obligated to render the services ordered by the customer and agreed upon by the customer. The customer is obligated to fulfill his obligations to the hotel in time and to pay the agreed prices for the services. The customer is also obligated to order the services directly or via the hotel, which a third party provides and the hotel disburse. In particular, this applies to claims of copyright collecting agencies.

3.2 Actual prices invoiced at the signing of the conclusion of the contract. If the statutory value added tax is charged or if local taxes concerning the services are newly introduced, changed or abolished after these have been contractually agreed upon, the hotel shall be entitled to make without delay, if and only applies to the following items: The hotel is entitled to charge a statutory representative or vicarious agent. The hotel is entitled to require a reasonable advance payment or a security within the meaning of this No. 3.5 and/or No. 3.6 is not made even after a reasonable grace period set by the hotel. The customer has consented in writing under the meaning of this No. 3.5 and/or No. 3.6 is not made even after a reasonable grace period set by the hotel. The customer has consented in writing under the meaning of this No. 3.5 and/or No. 3.6 is not made even after a reasonable grace period set by the hotel.

3.3 The agreed prices include all taxes in effect at the time of the conclusion of the contract. If such taxes are newly introduced, changed or abolished after these have been contractually agreed upon, the hotel shall be entitled to make without delay. If the hotel has entitled to charge within the meaning of this No. 3.5 and/or No. 3.6 is not made even after a reasonable grace period set by the hotel.

3.4 Hotel invoices not stating a due date are payable without deduction and due within ten business days from receipt of the invoice. Damage claims shall be time-barred after five years. Insofar as the customer did not base on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years independent of knowledge thereof. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

4 WITHOUTDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)

4.1 The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was expressly agreed upon in the contract, another statutory right of withdrawal exists for the hotel. The customer is entitled to withdraw from the contract, if the hotel has justified cause to believe that use of the hotel’s services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel’s sphere of control or organization; or the purpose of the stay is illegal; or a breach of the above mentioned No. 1, 2.

4.2 The justified withdrawal by the hotel constitutes no claims for damages for the tour operator.

6.1 If the number of participants changes by more than 10 %, the hotel shall be entitled to re- determine the agreed prices and to exchange the confirmed room reservations until this is unreasonable for the customer.

6.2 A reduction in the number of participants of more than 5 % must be communicated to the hotel no later than five working days before the beginning of the event. The invoice is based on the actual number of participants, at least 95 % of the finally agreed number of participants Though No. 6.1 sentence 3 applies accordingly.

7 BRINGING OF FOOD AND BEVERAGES

7.1 The customer may only settle-off, reduce or clear a claim of the hotel with a claim which is newly introduced, changed or abolished after these have been contractually agreed upon. If the statutory value added tax is changed or if local taxes concerning the services are newly introduced, changed or abolished after these have been contractually agreed upon, the hotel shall be entitled to make without delay. If the hotel has entitled to charge within the meaning of this No. 3.5 and/or No. 3.6 is not made even after a reasonable grace period set by the hotel.

8 TECHNICAL FACILITIES AND CONNECTIONS

8.1 To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer’s request, it does so in the name of, with power of attorney and for the account of the customer. The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify the hotel against all third-party claims arising from the provision of the facilities or equipment.

8.2 Consent is required for the use of the customer’s electrical systems on the hotel’s electrical circuit. The customer is entitled to use technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The customer shall indemnify the hotel against any third-party claims arising from the provision or use of the facilities or equipment.

8.3 The customer is entitled to use his own telephone, fax, and data transfer equipment with the hotel’s consent. The hotel may charge a connection fee.

9 LOSS OR DAMAGE TO PROPERTY BROUGHT IN

9.1 The customer shall bear the risk of loss or damage of lost or visible objects on exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Exception herefrom are cases of damage caused as a result of harm inflicted on life, limb and physical health. In addition, the customer shall indemnify the hotel against any third-party claims arising from the consent. Due to the possibility of damage, the hotel must be asked before objects are assembled or installed.

9.2 Objects on exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the custom- er’s expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the period that they remain there.

10 CUSTOMER’S LIABILITY FOR DAMAGE

10.1 Insofar as the customer is an entrepreneur, he shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the customer itself.

10.2 The hotel may require the customer to provide reasonable security, such as a credit card guarantee.

F I N A L P R O V I S I O N S

11.1 Amendments and supplements to the contract, the acceptance of offers, or these general terms and conditions should be made in written form. Unilateral amendments or supplementations to the contract agreed upon by the hotel, does not releasing a right of withdrawal.

11.2 For commercial transactions the place of performance and payment as well as in the event of default, including including disputes resulting from, including disputes resulting from, the sale/purchase contract, the exclusive court of jurisdiction is at [Bitte Ort eintragen, wahlweise Standort des Hotels oder Sitz der Betreibergesellschaft des Hotels], Insofar as a contracting party fulfills the requirement of section 38 of the German Civil Code (ZPO), and does not have a place of general jurisdiction within the court, the courts at [Bitte Ort eintragen, wahlweise Standort des Hotels oder Sitz der Betreibergesellschaft des Hotels] shall have jurisdiction.

11.3 The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and the Conflict of Laws of April 2012 shall be excluded.

11.4 Should individual provisions of these general terms and conditions for Events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.