

GENERAL TERMS AND CONDITIONS FOR EVENTS (VERSION: JANUARY 2010)

I. SCOPE

1. These terms and conditions apply to contracts for the rental of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods performed/provided in connection therewith by the hotel for the customer.
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, sales promotions, or similar events, whereby section 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall only be applicable if they have been the subject of an express prior written agreement.

II. CONCLUSION OF AGREEMENT, PARTIES TO THE AGREEMENT, LIABILITY AND PERIOD OF LIMITATIONS

1. The contract shall come into force upon the hotel's acceptance of the customer's offer. These are the contracting parties. At its discretion, the hotel may confirm the room reservation in written form.
2. In the event that the customer/party placing the order is not the organizer or if a commercial intermediary or other organizer is appointed by the organizer, the organizer is jointly and severally liable together with the customer for all obligations arising from the contract insofar as the organizer has supplied the hotel with an appropriate declaration to this effect.
3. The hotel shall be liable under its obligations arising from the agreement. Claims to damages by the customer are hereby excluded, with the exception of claims arising from loss of life, physical injury or harm to health due to the hotel's breach of its obligations or claims for other loss or damage due to the willful or grossly negligent breach of the hotel's contractually typical obligations. A breach of the obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or employee. In the event of disruptions to or defects in the hotel's services, the hotel shall endeavour to remedy the situation upon gaining knowledge of the same or upon receiving a complaint from the customer. The customer shall do whatever can be reasonably expected in order to help remove the disruption and to keep the damage to a minimum. Moreover, the customer undertakes to draw the attention of the hotel in good time to any possibility of uncommonly high damage.
4. 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, dependent on knowledge thereof, insofar as they are not based 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.

III. SERVICES, PRICES, PAYMENT, OFFSET

1. The hotel shall provide the services booked by the customer and agreed by the hotel.
2. The customer is obliged to pay for the above services and any other services used at the prices agreed with the hotel or at its standard prices. The same applies to services caused by the customer and to expenses of the hotel paid to third parties, particularly also charges payable to copyright management companies. The prices as agreed are inclusive of value added tax as regulated by law.
3. Hotel invoices not stating a due date are payable without deduction and due within ten days of receipt of the invoice. The hotel can demand immediate payment of a due debt from the customer. With the default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 % or, with legal transactions with a consumer, in the amount of 5 % above the base interest rate. The hotel reserves the right to prove greater damage.
4. The hotel is entitled to require a reasonable advance payment or security deposit from the customer upon conclusion of the contract in the form of a credit card guarantee, an advance payment, etc. The amount of the advance payment and payment dates may be agreed in writing in the contract.
5. In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the event, to demand an advance payment or a security within the meaning of the above-mentioned no. 4 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.
6. The customer may only set-off, reduce or clear a claim of the hotel with a claim which is undisputed or decided with final, res judicata effect.
7. Overnight accommodation rates of the hotel include breakfast.

IV. WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)

1. The customer may only cancel a contract entered into with the hotel with the hotel's written consent. If no such approval is provided, the customer shall pay the agreed room rent as specified in the agreement as well as any services ordered from third parties, even if the customer does not use the contractually specified services and if further letting of the premises is no longer possible.
2. If a date for cancellation of the agreement has been agreed upon in writing by the hotel and the customer, the latter may rescind the contract until the agreed date without giving rise to payment or damage claims on the part of the hotel. The customer's right of rescission expires if he does not exercise his rescission right in writing to the hotel until the agreed date.
3. In the event that the ordering party withdraws from the agreement as late as between the 8th and the 4th week prior to the event, the hotel will have the right to charge a surcharge of 35% of the lost turnover in restaurant proceeds in addition to the agreed rent price and 70% of the lost turnover in restaurant proceeds for any later cancellation.
4. Food charges shall be calculated by means of the following formula: Agreed menu price x number of guests. If no price has been agreed for the meal, the least expensive three-course meal of

the least expensive event package shall be used as the basis for calculation.

5. If a conference package has been agreed upon and the ordering party withdraws from the agreement as late as between the 8th and the 4th weeks prior to the event, the hotel is entitled to demand 60 % of the conference package x number of event participants. In case of a later cancellation, the hotel is entitled to demand 85 % of the conference package x the number of participants.

6. Deduction of the saved expenditure is taken into account in no. 3 to 5. The customer shall be at liberty to prove that the aforementioned claim did not arise or that it did not arise to the extent claimed.

V. WITHDRAWAL OF THE HOTEL

1. If it was agreed in writing that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled to its part to withdraw from the contract during this period of time, if inquiries from other customers regarding the contractually reserved event rooms exist and the customer, upon inquiry thereof by the hotel, does not waive his right of withdrawal.

2. If an agreed advance payment or an advance payment or a security demanded pursuant to clause III subclauses 4 and/or 5 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.

3. The hotel is entitled to withdraw from the agreement for objectively justified reasons, in cases such as the following:

- if the fulfilment of the agreement is rendered impossible by force majeure or by other circumstances not within the responsibility of the hotel;
- if the booking of an event was accompanied by misleading or incorrect statements of important facts, e.g. in respect of the person of the customer or the purpose of the event;
- 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;
- the purpose or the cause of the stay is illegal;
- there is a breach of the above-mentioned clause I subclause 2.

4. If the hotel cancels the agreement for a justified reason, then the customer shall not be entitled to receive damage compensation.

VI. CHANGES TO THE NUMBER OF DELEGATES AND TO THE TIMING OF THE EVENT

1. If the number of delegates changes by more than 5 %, the customer shall notify the hotel no later than 5 working days before the start of the event; the change requires written approval from the hotel.

2. If the customer reduces the number of delegates by no more than 5 %, the hotel will reduce

its bill accordingly. In the event of greater deviations, billing shall be based on the originally agreed number of delegates reduced by 5 %. However, the customer is entitled to have the agreed price reduced proportionate to the lower number of participants if he can prove corresponding cost savings.

3. In the event of an increase in the number of participants compared to the agreed number, the invoice shall be based on the actual number of participants.

4. If the number of participants deviates by more than 10%, the hotel shall be entitled to redefine the prices to a reasonable extent. Furthermore, the hotel shall be entitled to change the confirmed rooms, unless this is unreasonable for the customer.

5. If the hotel consents to changes to the originally agreed starting or finishing time of the event, it shall be entitled to make a reasonable charge for the additional services provided as a result; unless the hotel is responsible for the changes in question.

VII. BRINGING OF FOOD AND BEVERAGES

The customer may not bring food or beverages to events. Exceptions must be agreed upon in writing by the hotel. In such cases, a charge will be made to cover overhead expenses.

VIII. TECHNICAL FACILITIES AND CONNECTIONS

1. If at the customer's request the hotel provides technical and other equipment from third parties, it shall act on behalf, on the authority and on account of the customer. The customer shall be liable for taking proper care with such equipment and for returning it in a proper state. He or she shall indemnify the hotel against any third-party claims arising from the provision of such equipment.

2. If the customer wishes to use his or her own electrical equipment and connect it to the hotel's electric power system, it requires the hotel's approval in writing. Any disruption or damage to the hotel's technical equipment caused by the use of the customer's equipment shall be the customer's liability unless the damage is within the hotel's responsibility. The cost of electric power caused by the use of the customer's equipment may be calculated and charged by the hotel in the form of a flat fee.

3. Provided that the hotel gives its approval, the customer is entitled to use his or her own telephone, fax and data transmission equipment. The hotel may charge a connection fee.

4. If the hotel's equipment remains unused on account of the customer's use of his or her own equipment, the hotel may charge a deficiency compensation fee.

5. Any malfunctions in equipment provided by the hotel, whether technical or otherwise, shall be remedied immediately where possible. Unless the hotel is responsible for such malfunctions, the customer shall not be entitled to retain or reduce payments.

IX. LOSS OF OR DAMAGE TO ITEMS BROUGHT TO THE PREMISES

1. Exhibition or other items including personal items brought onto the premises shall be kept in the function rooms or in the hotel at the organizer's risk. The hotel does not assume any liability for

loss, destruction or damage, including pecuniary loss, except for cases of gross negligence or intent on the part of the hotel or as far as damages to life, limb or health are concerned. Also excluded from this release of liability is any case in which the safekeeping is an obligation typical for the type of agreement due to the circumstances of the individual case.

2. Any decorative materials brought into the hotel must comply with the requirements imposed by the fire authorities. The hotel is entitled to request a complying official certificate of compliance. If the organizer fails to comply and no such documentation can be provided, the hotel shall be entitled to remove and store the items at the customer's expense and risk. To avoid the possibility of damage, the customer shall make suitable arrangements with the hotel before setting up or attaching their items.

3. Any exhibits or other items brought into the hotel shall be removed without undue delay after the end of the event. If the customer fails to comply with this, then the hotel shall be entitled to remove and store the items at the organizer's expense and risk. If the items remain in the function room, the hotel shall be entitled to charge the agreed provision costs and room rent for the time said objects remain therein. The organizer shall retain the right to verify that the hotel has not incurred a smaller loss or a loss at all.

X. CUSTOMER'S LIABILITY FOR DAMAGE

1. In case the customer/organizer is an entrepreneur, he shall be liable for any damages to the hotel building or its facilities caused by the organizer, event participants and/or visitors, the organizer's employees or any other third party assigned to the organizer's domain.

2. The hotel may request the customer to provide suitable securities (e.g. insurances, deposits, guarantees).

XI. FINAL PROVISIONS

1. Any amendments or additions to the agreement for the letting of function rooms or to the General Terms and Conditions need to be made in written form in order to be valid. Unilateral changes or additions made by the customer do not apply.

2. Place of performance and of payment is the registered office of the hotel.

3. The hotel's headquarters is the venue of exclusive jurisdiction for commercial transactions including claims filed with regard to cheques and bills of exchange. As far as one of the contractual parties complies with the requirements of para. 38, subpara. 2 ZPO and does not have a domestic venue of exclusive jurisdiction, the hotel's headquarter is considered as the venue of exclusive jurisdiction of the hotel.

4. German law shall apply. The appliance of the UN sales law and the conflict law is excluded.

5. Should separate provisions of these General Terms and Conditions of Business for Events be or become ineffective or impracticable in full or in part, the validity or practicability of these conditions are not affected thereby. In all other respects, statutory provisions shall apply.