

# General Terms & Conditions of the Airport & Seminar Hotel Neu-Isenburg

## Apleona HSG Event Services GmbH

### 1. Contract conclusion

The contract with the Customer (uniform term for: participants of seminars, ordering parties, organisers, guests etc.) is concluded via the order or booking confirmation issued by the Airport- & Seminar Hotel Neu-Isenburg (herein after referred to as hotel). These General Terms and Conditions are part of the contract and apply to all the services rendered by the hotel, in particular the provision of bedrooms, conference rooms or banquet halls and the attendance of seminars (herein after together referred to as "provision of services"). If a third party places the order on behalf of a Customer, the former and the latter shall be jointly and severally liable vis-à-vis the hotel. The hotel may demand that the Customer and/or third party make a reasonable advance payment. Any type of sub-agency is subject to the written consent of the hotel. General terms and conditions of the Customer are not accepted.

### 2. Arrival and departure

Booked bedrooms are available to the Customer from 3 p.m. (check-in time) - Early Check-in at 2 p.m. 50 % charge of the full price.

Bedrooms must be vacated by no later than 11 noon on the day of departure (check-out time) - Late Check out at 5 p.m. 100 % charge of the full price.

The Customer does not acquire a right to be provided particular hotel bedrooms or other rooms. If particular bedrooms or other rooms were promised in the order confirmation and are then not available, the hotel is obliged to endeavor to provide substitute bedrooms or other rooms of equivalent value within the house or in other properties.

### 3. Validity of prices

The prices are determined in accordance with the price list that is valid at the time the services are rendered. If fixed prices are stated in the order confirmation and if a period of more than 4 months has passed between contract conclusion and rendering the services, the hotel is entitled to change prices.

### 4. Booking

Bookings that initially bind only the hotel (options), including those in favour of a Customer who is a tour organiser, become forfeited, if the Customer fails to convert such an option into a firm booking within the agreed option period.

### 5. Termination by the Customer (cancellations, termination)

The agreed compensation for services booked or ordered has to be paid even if the booking is cancelled by the Customer. Here, receipt of the notice of termination at the hotel shall be decisive. The Customer must declare his or her termination in writing. The hotel is entitled to calculate the claim to compensation in accordance with the following general structure in a percentage rate of the agreed price. Please take the cancellation information from your reservation cancellation. The aforementioned rule applies to the prices for hotel accommodation (including any additional services such as breakfast or dinner) as well as for any agreed meeting or conference lump sum prices and prices for arrangements and other additional services. The Customer has the right to prove that the hotel suffered a lower damage.

### 6. Termination by the hotel

a. If a right to terminate the contract within a certain period was granted to the Customer in writing, the hotel is also entitled to terminate the contract within this period, if the hotel receives enquiries by other customers for the contractually booked rooms and the Customer does not waive its termination right upon the request of the hotel.

b. The hotel is also entitled to terminate the contract, if an agreed advance payment is not paid, even after the hotel has set a reasonable grace period and threatened to refuse the order.

c. The hotel is further entitled to terminate the contract for extraordinary reasons that are justified by certain facts, for example if:

- force majeure or any other circumstances for which the hotel is not responsible render fulfilment of the contract impossible.

- services were booked on the basis of misleading or incorrect representations regarding material facts, e.g. the person of the Customer or the purpose.

- the hotel has justified reason to believe that the use of the services could endanger smooth operations, the safety or the reputation of the hotel in the public without this effect being within the control or the organisational responsibility of the hotel.

d. The hotel shall inform the Customer of any exercise of its right to terminate the contract without undue delay.

e. If the hotel is entitled to terminate the contract, the Customer has no claim to compensation of damage.

### 7. Prices and payment terms

All prices are gross prices including the currently applicable VAT as prescribed by law.

Invoices that are not due on a certain calendar date, are payable immediately upon receipt of the invoice without any deductions. A collection fee of EUR 5.00 is owed for every reminder that is sent after the Customer is in arrears.

As from a net order value of EUR 5,000.00, the hotel is entitled to issue an invoice for an advance payment in the amount of 60% of the net order amount following confirmation of the order.

### 8. Number of participants

The Customer shall inform the hotel of the number of seminar participants at least eight working days before the date on which the services are to be rendered. If less participants attend, the Customer shall make its payment in accordance with the number announced. If more participants attend, the invoice will be prepared in accordance with the services actually rendered.

### 9. Duration of events

The hotel may charge additional expenses for events that exceed the contractually agreed duration, in particular for follow-up events and staff.

### 10. Consumption

The Customer is, as a rule, prohibited from bringing food and beverages to events. In exceptional cases (e.g. national specialities), the parties may conclude a written agreement in this respect; at least, however, the hotel will charge a service or corkage fee.

### 11. Publications

Newspaper advertisements, other advertising measures and publications that refer to the hotel and/or contain for example invitations to job interviews or sales events are, as a matter of principle, subject to the hotel's written consent. If such a publication is made without such consent and if this impairs material interests of the hotel, the hotel is entitled to cancel the event. In this case, item 5 of the General Terms and Conditions shall apply.

### 12. Liability

a. The hotel is liable for applying the care of a prudent business person. If there are any disturbances or defects with regard to the services of the hotel, the hotel will endeavour to remedy this. The Customer is obliged to cooperate as far as this is reasonable to put an end to any disturbance or keep possible damage as small as possible. The Customer is only entitled to reduce the agreed compensation in case of material defects.

b. The period of limitation for Customer claims is 6 months, as from the departure contract (termination of the contract) by the Customer.

c. To the extent that the hotel procures technical or other equipment from third parties on behalf of the Customer, the hotel acts in the name and on the account of the Customer; the Customer shall be liable for careful treatment and due return of the equipment and shall indemnify the hotel against all and any third party claims arising from such provision of equipment.

d. If the Customer is provided a parking space on the premises, this does not constitute a custody agreement. The hotel is not liable for loss or damage of vehicles parked or moved on the premises and their contents, unless in cases of deliberate acts or gross negligence.

e. The hotel will treat any messages, mail and goods deliveries for the attention of the Customer with the care of a prudent business person. The hotel undertakes to safe-keep, deliver and - for a fee if requested - redirect such messages, mail or goods deliveries.

f. Forgotten items of the Customer are only sent to the Customer upon the latter's request and at the latter's risk and cost. The hotel will keep the items for six months and will charge a reasonable fee for this. After this period, any items that have an obvious value will be handed over to the local lost-and-found office.

g. The hotel, its legal representatives or vicarious agents shall be liable to an unlimited extent for any culpable injuries to life, limb or health and to the extent that deliberate acts or gross negligence on the part of the hotel, its legal representatives or its vicarious agents are concerned. The hotel is furthermore liable up to the amount of the typically foreseeable damage for damages that were culpably caused by the hotel, its legal representatives or its vicarious agents through violation of material contractual duties. In these cases, the liability is limited in the merits and the amount to three times the respective contract volume (prices for hotel accommodation, food, etc.). The liability of the hotel as described above shall be conclusive and the hotel has no liability beyond this scope. These liability limitations shall apply to all claims for damages irrespective of the legal ground. They do not, however, limit any mandatory liability pursuant to the laws or liability for any guarantees that were assumed. In cases of force majeure, i.e. circumstances that are beyond the control of the hotel, the hotel shall be released from its obligation to render services.

### 13. Data safety (only if the DP room is used)

The Customer undertakes vis-à-vis the hotel to refrain from installing any software from external sources on the computers in the DP room and to refrain from downloading any installed software, unless the hotel expressly grants its consent to such action in writing.

### 14. Final provisions

a. Any deviating agreements or side agreements require written form to be valid. The same applies to any modification or cancellation of the written form requirement. The registered office of the hotel is the place of performance for both parties.

b. If our Customer is a businessperson, the place of jurisdiction is Darmstadt, Germany. We are, however, also entitled to sue the Customer in the courts at its place of residence or registered office. Exclusively German law is applicable; the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

c. If individual provisions of these General Terms and Conditions for admission to the Airport & Seminar Hotel are or become invalid or void, this shall not affect the validity of the remaining provisions. In such cases, the invalid provision shall be reinterpreted or supplemented in such a way that it is as near as possible to the intended economic purpose. Otherwise, the legal provisions shall apply.