

The following General Terms and Conditions apply to all allotment and/or event contracts between the CUSTOMER and the HOTEL and also in the event that a CUSTOMER books more than only two hotel rooms at the same time on the CUSTOMER'S own name and on the CUSTOMER'S own account for persons, who the CUSTOMER can name to the HOTEL on the CUSTOMER'S discretion. The following conditions also apply in the event that a company books at least two hotel rooms at the same time or together with a hotel room also seminar, conference or meeting rooms on such company's name and on such company's account for third persons. They shall also apply if the CUSTOMER, who is a businessperson, and the HOTEL enter into a contract on the using of functional rooms (seminar, conference, meeting and/or congress rooms).

1. Contractual terms differing from the below terms and conditions or amending or supplementing the below terms or conditions are not accepted by the HOTEL. Such terms do not even become a contractual part if the HOTEL in awareness of such other terms books rooms for the CUSTOMER, leaves the rooms to the CUSTOMER or render any other services to the CUSTOMER.
2. The HOTEL shall be entitled to terminate a contract with a CUSTOMER without notice in case the CUSTOMER intends to use the hotel rooms or services rendered by the HOTEL for any purposes considered to be racial, discriminating, morally offensive, pornographic, extremist, illegal, anti-constitutional, directed against the democratic principles of the Federal Republic of Germany or any other states, degrading or handicapped-insensitive.
3. Sub-letting of the rooms to third parties is excluded. If and to the extent of a violation against sentence 1 the HOTEL may refuse the rendering of any services. If the HOTEL becomes aware of an event of sub-letting, the HOTEL shall be entitled to claim disclosure and payment of the respective sub-letting proceeds.
4. If the HOTEL books accommodation or conference and/or meeting rooms for a CUSTOMER without the HOTEL and the CUSTOMER having entered into a written allotment agreement, the HOTEL shall be entitled to use the booked rooms otherwise in case the CUSTOMER does not meet its obligation to sign a formal contract within 5 days when asked to do so by the HOTEL.
5. Oral booking confirmations by the HOTEL become only effective when confirmed in writing vis-à-vis the CUSTOMER. Up to the time when CUSTOMER receives a written confirmation, the HOTEL shall be entitled to make other use of the booked accommodation/rooms.
6. If a period of more than three months elapses between entering into the agreement and the actual rendering of the booked services, the HOTEL shall be entitled to increase the prices valid at the time when the reservation was made to an adequate extent and by written declaration vis-à-vis the CUSTOMER; this shall not apply if the HOTEL obliged itself to render comprehensive travel services. If an increase of prices in the meaning of the above sentences is more than 10%, the CUSTOMER is entitled to withdraw from the contract. Such withdrawal/cancellation has to be announced within seven days after receipt of the declaration of price increase.
7. Price arrangements are based on the statutory VAT rates valid at the time of entering into the agreement. In case the tax rates are changed in the time between entering into the agreement and the time when payment is made, the HOTEL shall be entitled to adjust the prices accordingly.
8. All claims of the HOTEL against the CUSTOMER are due immediately and payable within ten days after receipt of the invoice at the latest. The CUSTOMER is in default of payment when it does not make payment within the above-mentioned period (Section 286 para. 2 no. 2 German Civil Code (BGB)).
  - a. The HOTEL is entitled to issue partial invoices.
  - b. Cheques and bills of exchange are only accepted by the HOTEL for processing. Respective collections expenses are borne by the CUSTOMER.
  - c. When payment is effected by way of direct debit authority (e.g. EC card), the HOTEL is entitled to get information about the CUSTOMER defined by card and account number from the bank defined by the bank code. The CUSTOMER instructs the bank to provide the HOTEL with the necessary information.
  - d. In case the CUSTOMER pay by credit card, the HOTEL shall be entitled to claim the costs for payment transactions charged by the credit card company to be borne by the CUSTOMER.
  - e. The HOTEL may claim an advance payment for the remuneration the HOTEL will be entitled to receive in connection with a contractual relationship or to claim the provisioning of financial securities in the same amount.
  - f. In case the statutory VAT rates are changed in the time between rendering the services and the time when payment is made, the VAT is payable at the amount valid at the time of payment.
9. If the CUSTOMER is contractually granted a special right of withdrawal, the HOTEL shall likewise be entitled to withdraw from the contract. The HOTEL may only exercise the right of withdrawal it is entitled to when the HOTEL previously offered vis-à-vis the CUSTOMER that it may waive its right of withdrawal in writing (announcement of withdrawal). If the CUSTOMER meets this obligation within 7 days after receipt of the announcement of withdrawal the HOTEL shall no longer be entitled to withdraw from the agreement; a withdrawal before expiration of the deadline is excluded.
10. The CUSTOMER may only withdraw from an agreement entered into with the HOTEL if a right of withdrawal has expressly been agreed upon in writing. Other rights of withdrawal are excluded. This does not apply for the withdrawal/cancellation for important reasons the HOTEL is responsible for.
11. Other forms of withdrawal from the contract are only admissible with the HOTEL'S consent. There is no right to terminate the contract.
12. In the event of contract termination or a withdrawal, the CUSTOMER shall reimburse the HOTEL any cost for external services the HOTEL purchased for the CUSTOMER'S interests plus a fee of 10% for the handling.
13. In case the CUSTOMER does not use the services contractually agreed upon or not in the scope contractually agreed upon, the claims of the HOTEL for a payment of the agreed remuneration (rent and remuneration of other services) shall remain unaffected.
  - a. If the CUSTOMER informs the HOTEL about the non-utilization of rooms or other services in advance, the HOTEL shall be entitled to use such services otherwise. In this case, earnings by the HOTEL generated by the actual utilization of the services are set off against the CUSTOMER'S payment obligations.
  - b. The HOTEL furthermore sets off the saved expenses resulting from the non-utilization of services against the CUSTOMER'S payment obligations.
  - c. The HOTEL is entitled at its own discretion to set off anticipated savings at a lump sum. If the CUSTOMER informs the HOTEL about the non-utilization of rooms and contractually agreed services
    - i. up to **42 days** in advance, a lump amount of **20%** of the agreed remuneration as anticipated savings are set off against the CUSTOMER'S payment obligation;
    - ii. up to **14 days** in advance, a lump amount of **10%** of the agreed remuneration as anticipated savings are set off against the CUSTOMER'S payment obligation;
    - iii. up to **48 hours** in advance, a lump amount of **5%** of the agreed remuneration as anticipated savings are set off against the CUSTOMER'S payment obligation.
  - d. The CUSTOMER is at all times entitled to prove that the anticipated savings by the HOTEL are higher than the before-mentioned lump amounts.
  - e. In any case, the HOTEL shall be entitled to claim the proportion of the rental payment obligation contractually agreed upon with the CUSTOMER.
14. If there is a change in the times of performance agreed upon between the CUSTOMER and the HOTEL (e.g. beginning/end of the utilization of functional rooms or the times of other (catering) services, etc.) for reasons which the HOTEL is not responsible for, the HOTEL shall then only be liable to render the services within the scope of the possibilities available without the claim for compensation ceasing to exist. Additional expenses are to be compensated by the CUSTOMER upon substantiation to be provided by the HOTEL.
15. Hotel rooms (accommodation) are made available by the HOTEL as from 3:00 p.m. at the day of arrival (time of performance). There is no claim for an earlier provisioning.
  - a. On the agreed day of departure, the rooms are to be vacated and to be returned to the HOTEL by 11:00 a.m. at the latest.
  - b. In case the CUSTOMER, or a person with whom the CUSTOMER occupied a room it booked, does not fulfil the obligation pursuant section 15 lit. a) the HOTEL shall be entitled to charge 50% of the room rate as compensation for the withholding. In case such withholding lasts longer than 6:00 p.m. the HOTEL is entitled to addi-

**General Terms and Conditions of Hotel & Conference Bad Nauheim GmbH (HOTEL)  
for allotment or event contracts with other parties (CUSTOMER)**

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- tionally claim 100% of the room rate as per the current table of prices. Further claims for damages remain unaffected.
16. Rights of the CUSTOMER based on possible defects of the services rendered by the HOTEL are determined as follows:
- a. Statements in catalogues, brochures and other advertising means can only be taken as a guarantee if the HOTEL has explicitly declared so in writing vis-à-vis the CUSTOMER. Declarations issued by third parties do not constitute any liabilities of the HOTEL.
  - b. Possible defects of the services rendered by the HOTEL have to be reprimanded immediately. If defects are not communicated within a deadline of 36 hours after they first became known, all possible claims because of a defect shall lapse, except for the right to claim damages. The CUSTOMER'S right to terminate the agreement also continues to remain in force if the HOTEL did not manage to eradicate the defects within an adequate period of time. The subparagraph shall not apply for CUSTOMERS who are consumers.
  - c. The HOTEL will immediately remedy legitimate complaints by rendering a non-defective service. In case a subsequent fulfilment is impossible, unacceptable or if it failed, the CUSTOMER shall be entitled to claim an appropriate reduction of the price. As far as a delivery of newly ordered goods or the fulfilment of a service contract are part of the performance, the CUSTOMER may as well withdraw from the contract in the scope of the below regulations.
  - d. If only some of the services rendered by the HOTEL are defective, the CUSTOMER may assert the claims it is entitled to in view of the concerned defective service. This also applies if a total price has been agreed upon. If the CUSTOMER cannot be expected to accept the other, non-defective services due to the defect in good faith and trust, it can withdraw from the agreement.
17. The HOTEL'S liability for loss, destruction or damage of objects brought in by the customer shall be limited to the hundredfold room price, but not more than EUR 3,500.00. The liability of the hotel with regard to cash, securities and valuable objects is limited to EUR 800.00. A limitation of liability does not apply if the HOTEL, vicarious agents or employees of the HOTEL are responsible for the loss, destruction or damage or if the HOTEL took over such objects to safeguard them.
- a. Objects given to the HOTEL to safeguard them are stored in a hotel safe or a safety room up to a value of EUR 10,000.00. The CUSTOMER has no right to have weapons or other dangerous objects to be kept safe.
  - b. Liability claims for loss, destruction or damage of the objects brought in shall lapse if the HOTEL is not immediately informed about such loss, destruction or damage. Liability claims do however not lapse if the objects were given to the HOTEL for the purpose of safeguarding them or the loss, destruction or damage to such objects were caused by the HOTEL or hotel personnel.
  - c. The CUSTOMER is responsible to inform the persons who will be occupying the rooms in the frame of this agreement with the above rules and regulations.
  - d. In case the CUSTOMER or the persons actually occupying the rooms bring their movable objects to hotel areas which are publicly accessible (e.g. seminar or meeting rooms or space dedicated as public thoroughfares) the HOTEL'S liability for the loss of any objects shall be excluded, unless the CUSTOMER can prove that the HOTEL acted in breach of its duty.
  - e. As far as the HOTEL offers car-parking spaces, this does not constitute a safekeeping agreement. In case of loss or damage to parked or manoeuvring vehicles and their contents the HOTEL will only be liable in the event of intent or gross negligence.
18. The CUSTOMER shall be held liable for damages caused by other persons who have used the rooms booked by the CUSTOMER or persons who have entered the rooms or the premises of the HOTEL at the CUSTOMER'S command, just the same way as for damages caused by the CUSTOMER itself.
- a. The HOTEL is entitled to demand that the CUSTOMER submit a respective proof of insurance coverage covering damages in the above meaning.
  - b. Applying decoration or advertising material, banners or other items on walls or ceilings in the HOTEL is not admissible.
  - c. Decoration and advertising material, etc. used by the CUSTOMER for its events has to comply with fire protection regulations for the German Federal State of Hesse. In justified cases the HOTEL shall be entitled to disallow the use of dangerous items or of items which do not comply with building inspection or fire protection regulations and to have such items stored away immediately, alternatively to store them away itself.
19. The CUSTOMER is not entitled to bring its own or otherwise ordered food and beverages into the HOTEL rooms and to offer such food and beverages to other persons. The CUSTOMER shall also make sure that neither persons entering the premises of the HOTEL on its command do bring their own or otherwise ordered food and beverages into the HOTEL rooms and offer such food and beverages to other persons. The CUSTOMER will be held liable for the loss of earnings caused by a violation of the above regulation.
20. The HOTEL will be held liable in accordance to statutory regulations for damages for harm to life or health or personal injury. The HOTEL'S liability shall be excluded for other damages arising from a negligent violation of other immaterial contractual duties. Excluded from this limitation of liability are claims under the German Product Liability Law and claims for damages against which the CUSTOMER was to be protected by means of a guarantee taken over by the HOTEL. It does neither apply if the HOTEL is to be held liable in case of deceitful concealment of a defect.
- a. For events of coincidence the HOTEL can only be held liable if a guarantee or the procurement risk has been taken over by the HOTEL in writing.
  - b. The limitation of liability according to section 14 shall also apply for the personal liability of the HOTEL'S employees, representatives and vicarious agents.
  - c. If the violation of a contractual duty does not consist in the defect of a newly produced good or the fulfilment of a service contract the CUSTOMER may only rescind from this agreement if such violation of duty is at the HOTEL'S fault.
  - d. Claims against the HOTEL, which exist neither for a defect of a newly produced good or the non-fulfilment of a service contract nor for intent the HOTEL is responsible for, become time-barred after one year. The above-mentioned lapse of time applies accordingly for the exclusion of the right to rescind from the contract and for price reductions.
21. The hotel is entitled to collect, store and process data of the customer within the scope of the applicable legal provisions. The CUSTOMER agrees with the conclusion of this contract his respective consent. In the event of occupying rooms with third persons, he is obligated to teach their declaration of consent. The CUSTOMER and third persons, with whom he occupies rooms, is also provided by the HOTEL with a privacy policy in accordance with the provisions of the GDPR (General Data Protection Regulation). The CUSTOMER is advised that the data collection also serves the purposes of fulfilling the obligations of the HOTEL in accordance with the Federal Registration Act (BMG). If the storage and processing of data is not carried out in compliance with legal obligations of the HOTEL, the CUSTOMER is entitled at any time to request the deletion of its data.
22. The CUSTOMER may only set off claims of the HOTEL against its own counterclaims if such counterclaims are uncontested, ready for a decision or established by final enforceable judgment or which the HOTEL has accepted. The CUSTOMER is only entitled to exercise its rights of retention or the rights to withhold performance if these are based on the same contractual basis.
23. The HOTEL'S business address is the place of fulfilment.
24. German law applies exclusively under exclusion of UN Convention on the International Sale of Goods.
25. If the CUSTOMER is a merchant or does not have its business address in the Federal Republic of Germany the courts in Frankfurt shall have exclusive jurisdiction with respect to any legal dispute.
- a. The international responsibility of the German courts for any claims arising out of or in connection with this agreement is agreed.
  - b. Irrespective of the above regulation, the HOTEL is entitled to assets possible claims against the CUSTOMER also at any other competent court.