

General Terms and Conditions of Conference Center & Hotel Munich Unterschleißheim GmbH for agreements relating to hotel accommodation and events

1. Scope of application

- a) These T&C apply to all agreements regarding the rental of hotel rooms for accommodation purposes, of conference and conference rooms and rooms for events of all types, as well as all additional services and deliveries made by the hotel.
- b) Any sublease or lease of the rooms or areas to any third parties, the use of the rooms for purposes other than accommodation, as well as public invitations or other advertising activities regarding job interviews, sales or similar events and the use of the hotel premises outside the booked rooms shall require the hotel's prior written approval and may depend on payment of an additional fee.
- c) The customer's T&Cs shall only apply if so expressly agreed upon in writing.

2. Conclusion of the agreement, parties, liability and limitation period

- a) The agreement shall become legally binding upon the hotel accepting the customer's offer. When rooms are booked or services are requested at short notice or on site, the hotel may or may not confirm in writing.
- b) In the event a third party placed orders on behalf of the customer, the hotel may hold the third party together with the customer liable as joint obligors for all obligations under the hotel accommodation agreement and/or event agreement, if the third party has provided the hotel with a corresponding statement or representation.
- c) The Customer shall – without a request being required – notify the hotel at the latest by the closing date of the agreement, if the hotel service to be rendered or the event is of such political, religious or other nature that the smooth operation, safety or the image of the hotel may be endangered.
- d) The hotel shall be liable to meet its obligations under the agreement with the due care of a prudent business. Any claims by the customer for damages shall be excluded. This shall not apply in case of damage resulting from harm to life, body or health to the extent that such harm results from a breach of the hotel's obligations; neither shall the above provision apply to any other damage resulting from an intentional or grossly negligent breach of the hotel's obligations and damage resulting from an intentional or grossly negligent breach of obligations that are typical in such contractual relations. Any violation of the hotel's obligations caused by its legal representatives or agents shall be deemed a violation caused by the hotel. In the event the hotel's services are defective, it shall make all efforts to remedy the defect as soon as it learns about the defect or upon timely complaint by the customer. The customer shall make all acceptable and reasonable effort to remedy the defect and keep any damage as minor as possible. Furthermore, the customer shall notify the hotel in a timely manner about a potential extraordinary damage.
- e) The hotel's liability for items that hotel guests bring along with them shall be governed by the law, namely up to the 100-fold of the price for the room, no more than 3,500 EUR, as well as for money, securities and precious items up to 800 EUR. Money, securities and precious items up to the maximum amount of 800 EUR may be stored in the room safe. The hotel recommends that guests use the safe. Any claims from liability shall be elapsed upon the customer notifying the hotel when learning about the loss, demolition or damage without any delay (Sec. 703 BGB [German Civil Code]). Above clause 2 d) sentences 2 to 4 shall apply to any additional liability of the hotel.
- f) Any items that hotel guests or event participants leave behind in the hotel rooms, the public areas of the hotel or the conference rooms will be forwarded to them upon request, at the participants' or guests' risk and expense. The hotel shall store the items for a period of three months; after that three-month period the items shall be forwarded to the local lost and found office, if the items are of particular value.
- g) Any exhibition or other items, including personal items, shall be kept in the conference rooms or at the hotel at the customer's own risk. The hotel shall not be held liable for the loss, demolition or damage, or any damage to property, except in case of gross negligence or malicious acts by the hotel. This shall not apply to damage resulting from harm to life, body or health. Furthermore, any cases in which the storage of items is deemed a contractual obligation due to the circumstances in the individual case shall be excluded from this release from liability. Except in the cases listed in sentence 4, an express agreement shall be required when storing items.
- h) Any decoration material brought to the hotel or other items that the customer brings along shall meet the fire protection and other official requirements. The hotel shall have the right to request an official confirmation that the requirements are met. In the event such confirmation is not provided, the hotel shall have the right to remove the material at the customer's expense or prohibit that such items be kept at the hotel. The installation or mounting of items shall be discussed with the hotel prior to the installation or mounting due to potential damage.
- i) Any exhibition or other items shall be removed without any delay after the event. In the event the customer fails to remove the items, the hotel may have the items removed and stored at the customer's expense. If the items remain in the conference rooms, the hotel may request reasonable compensation for the duration.

j) The hotel will make wake-up calls with the utmost care.

k) Notes, mail and delivered goods for or on behalf of the customer will be treated with care. The hotel shall be responsible for delivering, storing and – upon request - forward such items against a fee. Any claims for damages – except in case of gross negligence or malicious acts – are excluded.

l) If the customer is provided with a parking spot at the hotel garage or at hotel parking – also against a fee -, such provision shall not result in a storage agreement. The hotel shall not be obliged to monitor. In the event vehicles parked or operated on the hotel premises or items in such vehicles are lost or damaged, the hotel shall not be held liable except in case of gross negligence or malicious acts. The above clause 2 d) sentences 2 to 4 shall apply accordingly. The hotel shall be notified about any damage without any delay.

m) Any and all claims against the hotel shall basically elapse one year after the commencement of the regular limitation period set forth in Sec. 199 para. 1 BGB [German Civil Code], depending on the date at which the parties learn about the circumstances. Claims for damages shall elapse after five years, regardless of when the parties learn about the circumstances. Shorter limitation periods shall not apply to claims that result from malicious or gross negligent breaches of the agreement by the hotel.

3. Services, prices, payment and offsetting

a) The customer shall pay the hotels regular prices or the agreed-upon prices for the services ordered or used. This shall also apply to services to third parties and expenses paid to third parties that the hotel incurs on behalf of the customer, in particular claims brought forward by copyright companies.

b) If the period between the closing of this agreement and the performance exceeds four months and the statutory VAT rate changes, the prices shall be adjusted accordingly.

c) If the period between the closing of the agreement and the performance exceeds four months and the price that the hotel usually charges for such services increases, the agreed-upon price may be increased reasonably, however, no more than 5 %. The maximum amount shall increase by 5 % for each year between the closing of the agreement and the performance beyond these four months. Any changes in prices under clause 3 b) shall not be taken into account.

d) The hotel may also change the prices in the event the customer subsequently requests changes in the number of booked hotel rooms, services to be rendered by the hotel or the duration of the guests' stay and the hotel approves of such changes.

e) The hotel's invoices are due payable within 10 days of the receipt of the invoice without any deductions, unless otherwise agreed upon. The hotel may request at any time that outstanding claims are settled without any delay. In case of default, the hotel shall have the right to claim the applicable penalties. The hotel reserves the right to provide substantiating evidence of larger damage.

f) The customer shall pay late fees of 5.00 EUR to the hotel for each reminder that is sent after the default occurs. The customer may present substantiating evidence that no or significantly lower costs have been incurred.

g) The hotel shall have the right to request a reasonable downpayment upon closing of the agreement or after the closing date. The amount of the downpayment and the due dates may be agreed upon in writing in the agreement.

h) The customer may only reduce undisputed or legally effective claims against the hotel by or offset such claims against claims against the hotel.

4. Cancellation by the customer and no provision of services

a) The free-of-charge cancellation of the agreement with the hotel by the customer shall require the hotel's written approval. If the hotel does not grant approval, the agreed-upon prices for hotel rooms, rents, foods and beverages, and lump sum conference fees set forth in the agreement shall also be due payable, if the customer does not use the services agreed upon. This shall not apply if the hotel violates its obligation to take into account the customer's rights, assets and interests in the event the non-cancellation is no longer acceptable or if the customer has another statutory or contractual right to cancel.

b) If the hotel and the customer agree on a deadline for a free-of-charge cancellation of the agreement in writing, the customer may cancel the agreement by that deadline, without the hotel being entitled to payment or damages (for details regarding the hotel's right to cancel the agreement see clause 5 a). The customer's right to cancel the agreement shall elapse, if it does not exercise its right to cancel the agreement by written notice to the hotel by the end of the deadline.

4.1. Cancellation and no show – hotel rooms

c) The hotel shall take into account the revenues from renting out the rooms to other parties or expenditure not incurred as a result of the customer not using the booked rooms.

d) Deducting the expenditure not incurred as a result of the cancellation, the hotel shall have the right to charge a fee for lost revenues as follows

Cancellation of hotel rooms, no show or early departure	Agreed upon price per accommodation, incl. breakfast,	Percentage of the agreed-upon price for half board or full board
Cancellation later than 6 months prior to arrival	See agreement relating to the rooms	20%
Cancellation later than 4 months prior to arrival	See agreement relating to the rooms	30%
Cancellation later than 2 months prior to arrival	See agreement relating to the rooms	50%
Cancellation later than 1 month prior to arrival	See agreement relating to the rooms	80%

In case of deviations of the aforementioned terms and conditions from the agreement, the provisions set forth in the agreement shall prevail.

4.2. Cancellation, no show and partial cancellation of events and conference rooms*

* Cancellations, no shows and early departure that were booked for events shall be subject to clause 4.1 c) and d)

* Partial cancellations of events shall also be subject to clauses 7 a) – e).

e) In the event the customer cancels an event as a whole or in part, the hotel shall have the right to charge a fee for loss of revenues in addition to the agreed-upon rent and any third party services, deducting the expenses not incurred as a result of the cancellation:

Cancellation of the entire event or of conference rooms, now show or early departure	Percentage of the agreed-upon lump sum for the event or the loss of revenues from food and beverages in the amount of	Percentage of the agreed-upon rent in the amount of
Cancellation later than 6 months prior to the event	20%	20%
Cancellation later than 3 months prior to the event	40%	40%
Cancellation later than 2 months prior to the event	50%	50%
Cancellation later than 4 weeks prior to the event	80%	80%
Cancellation later than 2 weeks prior to the event	90%	90%

Partial cancellation of the event (reduction of the number of participants), no show or early departure	Maximum free-of-charge reduction of the agreed-upon number of participants	Percentage of the agreed-upon lump sum for the event or the loss of revenues from food and beverages in the amount of
More than 3 weeks prior to the event	10%	80% of the fee for each additional participant cancelled
More than 1 week prior to the event	additional 5%	90% of the fee for each additional participant cancelled

f) The revenues from food and beverages are calculated as follows: Menu price for the event plus beverages x number of participants. If no price had been agreed upon for the menu, the lowest price for a 3-course menu of the applicable event offer shall be used as a basis for the calculation. Beverages are one third of the menu price.

h) The customer shall have the right to provide substantiating evidence that the aforementioned claim has not been triggered or not in the amount claimed.

5. Cancellation by the hotel

a) In the event the parties agreed in writing that the customer has the right to cancel the agreement free of charge within a certain period of time, the hotel may cancel the agreement during such period of time, if other customers have inquired about the booked rooms and/or conference rooms and the customer does not waive its right to cancel upon the hotel's request. This shall apply accordingly to options granted, if other inquiries exist and the customer - upon the hotel's request - is not willing to confirm the binding booking of the rooms.

b) If a downpayment agreed upon or requested under the above clause 3 g) is not made, the hotel shall also have the right to cancel the agreement.

c) Furthermore, the hotel shall have the right to cancel the agreement for justified reasons, e.g.

- force majeure or other circumstances beyond the control of the hotel that prevent the hotel from performing
- hotel services or events booked based on misleading or false information on material facts, e.g. the person of the customer or the purpose
- the hotel believes that there are indications that the rendering of the hotel services or the holding of the event would interfere with the smooth operation and the safety of the hotel or endanger the hotel's image, with such interference being beyond the hotel's control or organization
- violation of clause 1 b).

d) In the event the hotel cancels the agreement and such cancellation is justified, the customer shall not have the right to bring forward any claims for damages. If the hotel may bring forward claims for damages against the customer as a result of a cancellation under clause 5 b) or c), it may charge a lump sum as set forth in clause 4 d) - f).

6. Providing, accepting and returning rooms

a) The customer shall not be entitled to particular rooms.

b) Rooms that the customer booked shall be available as of 3pm of the arrival date. The customer does not have the right to demand earlier access. Unless late arrival is expressly agreed upon or the respective room is paid in advance, the hotel shall have the right to sell the room to other parties after 6pm, without the customer having the right to bring forward any claims against the hotel. The hotel's claims under clause 4 shall remain unaffected. The hotel shall not be obliged to sell the room to a third party.

c) The customer shall check out and leave the rooms by 10am of the agreed-upon departure date. If the room is not available by that time, the hotel may charge 50 % of the full price for accommodation until 6pm and 100 % after 6pm. The customer shall not have any right to bring forward any contractual claims in this respect. It shall be free to provide substantiating evidence that the hotel may claim no or only a significantly lower fee.

7. Changes in the number of participants (partial cancellation) and the time of the event

a) The customer shall notify the hotel at least three weeks prior to the event about any changes in the number of participants that exceeds 10 %; such change in the number of participants shall require the hotel's written approval.

b) The hotel shall take into account the reduction of the number of participants by the customer under clause 4.2. d) when billing. If the reduction exceeds the admissible reduction, billing shall be based on the originally agreed-upon number of participants less the reduction possible until the partial cancellation date. The customer shall have the right to reduce the agreed-upon price by the expenses that were not incurred as a result of the lower number of participants; substantiating evidence shall be provided.

c) If the number of participants increases, the actual number of participants shall be used as a basis for the billing.

d) If the number of participants exceeds more than 10 % of the agreed-upon number, the hotel shall have the right to reassess the prices and switch rooms unless this is not acceptable by the customer.

e) In the event the beginning and end of the event change, such change shall require the hotel's express approval. If the hotel approves of the change, it may charge the customer reasonably for the additional services unless the hotel is at fault.

8. Bringing along food and beverages

a) The customer shall not bring any food and beverages to the events. Exceptions shall require the hotel's written approval. In such case, the hotel may charge a plate and/or cork fee to cover any overhead incurred or charges for the loss of revenues less expenses not incurred.

9. Technical equipment and connections; official permits

a) If the hotel procures upon the customer's request technical or other equipment from third parties for the customer, the hotel shall be deemed to act on behalf, as proxy and at the account of the customer. The customer is liable for the proper operation and return of the items. It shall indemnify the hotel from any and all third party claims resulting from the use of the equipment.

b) The use of the customer's own electrical devices using the hotel's power supply shall require the hotel's written approval; the use may be subject to the involvement of the hotel electrician against a fee. The customer shall be held liable for any damage or failure of the hotel's technical equipment resulting from the use of such devices unless the hotel is at fault. The hotel may charge a lump sum for any costs of electricity incurred as a result of the use.

c) In the event the hotel's system remains unused due to the customer using its own equipment, the hotel may charge for the loss of revenues.

The customer shall notify the hotel without any delay about the failure or defect of any technical or other equipment provided by the hotel; such defects shall be remedied immediately, if reasonably possible. Payments may not be retained or reduced, if the hotel did not cause such defects or failure.

e) The customer shall obtain any official permits required for the event in a timely manner and at its own expense. The customer shall meet the public-law requirements and other regulations.

10. Customer's liability for damage

a) If the customer is a business, it shall be held liable for any and all damage of buildings and furniture that participants of the events or guests, employees, other third parties within its sphere or itself cause. This shall apply accordingly, if the customer is a public legal entity, party or union.

11. Final provisions

a) Any changes of or amendments to this agreement, the acceptance of orders or these T&C relating to the hotel accommodation and events shall not be effective unless they are in writing. Monolateral changes or amendments made by the customer shall not be effective.

b) The place of performance and payment shall be Munich (Bavaria).

c) Exclusive jurisdiction – also in case of disputes relating to checks – shall be Munich (Bavaria) for commercial matters. The same applies, if the customer meets the criteria set forth in Sec. 38 para. 2 ZPO [German Code on Civil Procedure] and does not have general jurisdiction in Germany.

d) German law applies. The provisions of the UN Convention on the International Sale of Goods (CISG) shall not apply.

e) If individual provisions of these T&C relating to hotel accommodation and/or events are void or invalid, the other provisions shall remain unaffected. In this case, the parties shall agree on a new provision coming as close as possible to the contents of the void or invalid provision.