

General terms and conditions of Scandic Hotels Deutschland GmbH

1. Scope of coverage and application

- 1.1 The present General Terms and Conditions ("General Terms and Conditions") apply to the renting of conference, banquet and exhibition rooms, to the letting of hotel rooms for group and corporate individual bookings and to all catering and other services provided within this context by Scandic Hotels Deutschland GmbH ("Scandic") with regard to the Hotel Scandic Hamburg Emporio ("Hotel").
- 1.2 All agreements intended to form a contractual object or concluded between Scandic and the customer in connection with the execution of the present Agreement shall be made in writing. The same shall apply in respect of agreements occasioning subsequent amendment of the present Agreement.

2. Conclusion of the agreement

- 2.1 The Agreement with the customer shall be concluded as soon as the customer has signed the offer from Scandic and Scandic has received the signed offer by post, e-mail or fax.

3. Services, prices, payment terms

- 3.1 The Hotel shall be obliged to make available rooms which have been reserved and provide all further services agreed ("contractual performance").
- 3.2 The customer shall be obliged to pay to the Hotel the prices agreed for contractual performance and shall be further obliged to make payment to the Hotel of prices as amended for any other services used by the customer. The same shall apply in the event that such services are accessed by persons attributable to the customer and if no agreement to the contrary has been made between the parties.
- 3.3 All prices include VAT at the statutory rate. If the customer is a commercial enterprise and if statutory VAT is increased between conclusion and fulfilment of the present Agreement, Scandic may require the customer to pay the increase in the rate of VAT. If the customer is a private consumer, such an increase in VAT may only be passed on to the customer if more than 4 months have elapsed between conclusion and fulfilment of the present Agreement and insofar as nothing to the contrary has been agreed by the parties.
- 3.4 If more than 4 months have elapsed between conclusion and fulfilment of the present Agreement and if the price charged by Scandic for contractual performance has increased in general terms, Scandic may increase the contractually agreed price by an appropriate amount. Notwithstanding this, such an increase may not exceed ten percent.
- 3.5 Insofar as nothing to the contrary has been agreed and insofar as an invoice issued by Scandic does not include a due date, invoices shall fall due for payment immediately. In the event of default of payment, Scandic shall be entitled to charge statutory penalty interest as currently stipulated in the amount of 8% above base rate. In the case of legal business with private consumers, the amount of penalty interest chargeable shall be 5% above base rate. Scandic shall retain the right to demonstrate that a higher degree of damage has been incurred.
- 3.6 The customer shall only have the right to set off claims in circumstances where the customer's counterclaims have been established in law, are not disputed or have been recognised by Scandic. In such cases, the customer shall only be authorised to exercise a right of retention to the extent to which the customer's counterclaim is based on the same contractual relationship.
- 3.7 In the event of deviations in the number of participants of more than 10% or in the event of an amendment to other services or length of stay, the Hotel shall be entitled to re-stipulate the agreed prices.

4. Provision of rooms, occupation and vacation of rooms, changes to event rooms

- 4.1 The customer has no right to the provision of particular rooms within the Hotel.
- 4.2 Rooms which have been reserved are available to the customer from 3.00 pm on the agreed day of arrival. The customer has no right to the earlier provision of rooms.
- 4.3 On the day of departure, rooms must be vacated by the customer no later than 12 noon. In the event that this deadline for vacation of room is not met, the Hotel shall be entitled to charge 50% of the room price up until 6.00 pm on the day of departure and 100% of the room price after 6.00 pm on the day of departure. The customer shall be entitled to demonstrate that the Hotel has not incurred any damage or has only incurred a much lower degree of damage.
- 4.4 Particularly in the case of alterations to the number of participants, Scandic shall be entitled to act in a timely manner in providing the customer with alternative event rooms within the Hotel if such new rooms are equally appropriate for the execution of the customer's event.

5. Obligations of the customer

- 5.1 The Hotel must be notified in writing of any change to the number of participants no later than seven days before the beginning of the event. Changes to the number of covers or buffet orders of more than 10% require prior written agreement with the Hotel. This shall be without prejudice to the provisions contained within Clause 6 below (Withdrawal from the contract by the customer). The Hotel may accede to requests made at short notice to extend the duration of the event. The customer shall bear all additional costs incurred as the result of such an extension.

- 5.2 Commercial events such as sales events or job interviews require prior written agreement from Scandic.

- 5.3 Subletting and onward letting of rooms reserved and the use of such rooms for any other purpose than accommodation require prior written authorization from Scandic.

- 5.4 Upon expiry of the letting period, the customer shall, at the customer's own risk, remove from the Hotel all objects which the customer has brought into the Hotel. In the event that the customer fails so to do, Scandic may arrange for removal and storage of such objects at the customer's expense. If such objects remain in the rooms rented, Scandic may charge appropriate compensation for the period such objects remain. The customer shall be entitled to demonstrate that the above claim for compensation has not been incurred or has not been incurred at the level demanded.

- 5.5 Permission for decorative objects brought into the Hotel by the customer for events staged by the customer must be agreed in writing with the Hotel, and such decorations must comply with fire regulations.

- 5.6 It is not permitted to bring food and drink into the Hotel. Exceptions to the above may be agreed in writing on an individual case basis in exchange for the payment of a service charge.

6. Withdrawal from the contract by the customer

- 6.1 Scandic and the customer may reach a contractual agreement in writing that the customer may cancel contractual performance in whole or in part within certain deadlines without the establishment of payment or compensation claims by Scandic.

- 6.2 Said right of the customer to withdraw from the contract shall lapse in the event that the customer fails to cancel the contractual performance by letter, e-mail or fax within the deadline agreed.

- 6.3 In the event that the customer fails to cancel contractual performance within said deadline, Scandic may charge to the customer the following flat-rate compensation payments.

- 6.4 If the customer does not avail himself of a room which has been reserved, a charge of 90% of the price of room with overnight stay/breakfast will be made.

- 6.5 If the customer does not avail himself of conference, banquet and event rooms reserved, a charge of 90% of agreed services plus 70% of catering turnover not achieved will be made.

- 6.6 If the customer does not avail himself of a specially agreed conference, banquet or exhibition package (conference, banquet, exhibition and hotel rooms and other services), a charge of 70% of the daily rates multiplied by the number of participants and 90% of the agreed price of the hotel rooms will be made.

- 6.7 The customer shall be entitled to demonstrate that the Hotel has not incurred any damage or that the degree of damage incurred is lower than the flat-rate compensation demanded.

7. Withdrawal from the contract by the Hotel

- 7.1 Insofar as an agreement has been made that the customer may withdraw from the contract within a certain deadline without incurring any charge, the Hotel for its part shall be entitled to withdraw from the contract during this period if enquiries have been received from other customers regarding the event rooms contractually booked and if the customer does not waive his right to withdraw from the contract in response to a request from the Hotel.

- 7.2 The Hotel shall further be entitled to withdraw from the contract in the event that an agreed pre-payment is not made and the Hotel has set an appropriate subsequent deadline for payment.

- 7.3 The Hotel shall further be entitled to withdraw from the contract with immediate effect in the event of a justified reason such as:

- if an Act of God or other circumstances occur which are not the fault of the Hotel and which make fulfilment of the contract impossible;
- if misleading or false statements of facts material to the contract are made when reserving events and rooms, e.g. relating to the person of the customer or the purpose of the event;
- if the Hotel has a justifiable reason for believing that the event may jeopardise the smooth running of business operations, safety, or the public reputation of the Hotel without being attributable to the management or organisational division of the Hotel;
- if the purpose or occasion of the event is unlawful;
- in the event of a breach of clause 5.3.

- 7.4 No claim for compensation on the part of the customer shall arise in the event of a justified withdrawal from the contract by the Hotel. This shall be without prejudice to Clause 9.

- 7.5 Statutory right to withdraw from the contract pursuant to § 323 et seq. German Civil Code (BGB) is not affected.

8. Technical equipment and installations

- 8.1 The customer shall exercise due care and attention when using technical equipment provided by Scandic and shall return such equipment in proper condition. Insofar as technical equipment is the property of a third party, the customer shall indemnify the Hotel against all claims of third parties which such third parties are able to assert as a result of culpable damage to the technical equipment by the customer.

- 8.2 The use of the customer's own electrical equipment with the electricity supply of the Hotel requires the agreement of the Hotel. Any malfunctions or damage to the technical installations of the Hotel caused by the

use of such devices shall be charged to the customer insofar as the Hotel is not responsible. The Hotel may record and charge for electricity costs incurred by the use of such devices on a flat-rate basis.

- 8.3 Malfunctions to technical or other equipment supplied by the Hotel will be rectified immediately wherever possible. Payments may not be withheld or reduced insofar as the Hotel is not responsible for such malfunctions.

9. Repair of defects, liability of Scandic, limitation of claims

- 9.1 In the event that malfunctions or defects arise in respect of services provided by Scandic, Scandic shall make every endeavour to rectify such malfunctions or defects as soon as it becomes aware of them or immediately upon receipt of a complaint from the customer. The customer shall be obliged to undertake all reasonable actions to remedy the malfunction and minimise any possible damage.

- 9.2 The liability of Scandic – regardless of whether such liability arises as a result of contractual or noncontractual claims – shall in all cases be exclusively governed by the following provisions. Liability for compensation on the part of Scandic is otherwise excluded. Insofar as liability of Scandic is excluded or limited, the same shall apply in respect of liability to third parties entering into contact with or availing themselves of contractual performance at the instigation of the customer.

- 9.2.1 Scandic shall be liable in accordance with the statutory stipulations for damage to life, limb or health caused by negligent or intentional breach of obligation by Scandic including by its representatives or vicarious agents.

- 9.2.2 Scandic shall further be liable in accordance with the statutory stipulations insofar as the customer asserts claims for compensation as a result of an intentional or grossly negligent breach of obligation by Scandic including by its representatives or vicarious agents or caused by the fact that Scandic has acted culpably in being in breach of a cardinal contractual duty (a duty the fulfilment of which is required for the proper execution of the contract and compliance with which the contractual partner regularly relies and is entitled to rely upon). Notwithstanding this, liability for compensation by Scandic in such cases shall be limited to foreseeable damages which typically occur except in a case where Scandic including by its representatives or vicarious agents have acted with intent or in a grossly negligent manner.

- 9.2.3 The Hotel shall in particular not be liable for damages of the customer which occur to vehicles in the Hotel's garage or in the Hotel's car park and shall further not be liable for alarm calls, taxi orders, post and goods deliveries, storage orders and forwarding orders which have not been carried out or not properly carried out except where it has acted with intent and gross negligence.

- 9.2.4 Scandic shall further be liable, insofar as relevant, in accordance with the compulsory statutory stipulations pursuant to § 701 et seq. German Civil Code (BGB) relating to the bringing of things onto the premises of innkeepers.

- 9.2.5 The Hotel assumes no liability for services provided by third parties on the premises of the Hotel which have been instigated by the customer and further assumes no liability for damages caused by the deployment of technical devices provided by third party companies at the instigation of the customer.

- 9.2.6 All claims against Scandic shall lapse one year after the beginning of the statutory period of limitation of claims. This shall be without prejudice to the application of statutory provisions for all compensation claims occasioned by gross negligence, intent, damage to life, limb or health or breach of a cardinal contractual obligation.

10. Liability of the customer for damages

- 10.1 The customer shall be liable for all damages culpably caused by the customer or by persons coming into contact with the Hotel and its installations at the instigation of the customer, in particular hotel guests and participants in events.

11. Other provisions

- 11.1 Insofar as the customer is a Registered Trader under German Law, sole place of jurisdiction for all disputes arising in connection with the present Agreement and its execution shall be Berlin. Notwithstanding this, Scandic shall also be entitled to bring an action against the customer at the court having jurisdiction at the place of the customer's Registered Office.

- 11.2 Place of fulfilment and payment is the location of the Hotel, Hamburg.

- 11.3 The law of the Federal Republic of Germany shall apply to all legal relations between the contractual parties. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

- 11.4 In the event that one of the provisions contained within the present Agreement should be or should become invalid either in whole or in part, this shall be without prejudice to the validity of the other provisions herein contained.