

I. General

1. Scope, contract formation, legal provisions

1. These terms and conditions apply to contracts for the hire of conference, banqueting and function facilities and hotel rooms belonging to GenoHotel GmbH, and to all associated additional goods and services provided by GenoHotel GmbH. The address, representation relationships, German Commercial Register details and tax number of GenoHotel GmbH are to be found on its website under Legal Information (Impressum).
2. The Customer's terms and conditions only apply if this was expressly agreed in writing beforehand.
3. A contract will be formed when GenoHotel GmbH accepts the Customer's booking; acceptance may be confirmed in text form. If a third party books on the Customer's behalf, he is jointly and severally liable to GenoHotel GmbH together with the Customer for the fulfillment of all obligations arising out of the contract.
4. Any amendments or additions to the contract, the booking acceptance or these terms and conditions must be in text form to have legal force. This clause may only be amended by written agreement.
5. The place for performance and payment is Forsbach.
6. At GenoHotel GmbH's discretion, the exclusive legal venue where the Customer is a merchant (*Kaufmann* as defined by German law) is Baunatal. The same applies if the Customer satisfies the conditions of § 38 Para. 2 German Code of Civil Procedure (ZPO) and has no general legal venue in Germany.
7. German law applies. Any application of the UN Convention on the International Sale of Goods is excluded.
8. Should any individual provision of these standard terms and conditions for functions prove to be ineffective or void, this shall not affect the validity of the remaining terms.

2. Liability

1. GenoHotel GmbH must take the care to be expected of a prudent merchant (*Kaufmann* as defined by German law) to ensure that its obligations arising out of this contract are satisfied. Any claims to damages by the Customer are excluded. This does not apply to damages resulting from or claims based on injury to life, limb or health, if GenoHotel GmbH is responsible for the relevant breach of obligation, to any other damages/claims resulting from an intentional or grossly negligent breach of obligation by GenoHotel GmbH or to damages/claims resulting from an intentional or negligent breach by GenoHotel GmbH of obligations typical of this type of contract. A breach of obligation by a legal representative or vicarious agent of GenoHotel GmbH constitutes a breach of obligation by GenoHotel GmbH itself.
2. Should goods or services provided by GenoHotel GmbH show defects, GenoHotel GmbH will on becoming aware of them or on receiving an immediate complaint from the Customer try to rectify the problem. The Customer must do all that can be reasonably expected of him to assist in the rectification of the problem and to keep any possible damage to a minimum. The Customer must also inform GenoHotel GmbH in good time if there is a possibility that unusually large damages may be suffered.

3. Items brought in

1. If items are brought in or delivered to functions, this is at the Customer's risk in the hotel and function rooms. GenoHotel GmbH accepts no liability for loss, destruction, damage or pecuniary losses unless it was grossly negligent or acted intentionally. This does not apply to damages resulting from or claims based on injury to life, limb or health. Neither does this exemption from liability apply to any case in which the individual circumstances mean that safekeeping constitutes an obligation typical of the type of contract concerned.
2. Decorating materials and any other items brought in by the Customer must conform to fire safety rules and any other regulations imposed by public authorities. GenoHotel GmbH is entitled to ask for official proof of this. If such proof is not supplied, GenoHotel GmbH is entitled at the Customer's expense to remove materials already brought in. Agreement must be reached with GenoHotel GmbH before any items are placed or affixed.
3. At the end of a function, any display or other items brought in must be removed immediately. If the Customer fails to do this, GenoHotel GmbH is entitled to remove and store them at the Customer's expense. If items remain in the function room concerned, GenoHotel GmbH is entitled to charge a

reasonable usage fee for as long as they are there. The Customer remains entitled to prove that no costs were incurred or that the costs incurred were less than the amount demanded.

- Any other items left behind will only be sent on if the customer concerned or guests at the function request it; it will then be at the latter's risk and expense. GenoHotel GmbH will store items for one month, and any items which are of apparent value will then be handed over to the local lost property office.

4. Statute of limitations

All claims against GenoHotel GmbH are generally statute-barred one year after the awareness-dependent standard limitation period prescribed by § 199 Para. 1 German Civil Code (BGB) begins to run. Regardless of awareness, claims to damages are statute-barred after five years. Reductions in the limitation period do not apply to claims based on intentional or grossly negligent breaches of obligation by GenoHotel GmbH.

5. Payment

- The Customer must pay GenoHotel GmbH's agreed/usual prices for items ordered and any additional goods or services of which delivery is actually taken. This includes goods/services supplied and payments made to third parties by GenoHotel GmbH at his instigation, in particular including claims from copyright owners and their copyright collecting agencies in connection with functions.
- Details of current prices can be found on the separate price list which can be requested from GenoHotel; otherwise, agreement must be reached on prices before the contract is concluded.
- If a minimum sales figure is agreed and this is not achieved, GenoHotel GmbH may claim 60% of the difference as loss of profit, unless the Customer proves that the loss was less or GenoHotel GmbH proves that it was greater.
- If the function takes place more than four months after the conclusion of the contract and the statutory rate of value-added tax changes, the prices must be adjusted accordingly.
- Unless otherwise agreed, GenoHotel GmbH's invoices are payable without deduction within 14 days of their receipt. GenoHotel GmbH is entitled to declare accumulated claims due at any time and demand immediate payment. If the Customer defaults on payment, GenoHotel GmbH is entitled to claim the currently applicable statutory rate of interest on arrears. GenoHotel GmbH reserves the right to prove a greater loss.
- For each official reminder after he falls into arrears, the Customer must pay costs of € 5.00 to GenoHotel GmbH. The Customer is free to prove that no costs or significantly lower costs were incurred.
- GenoHotel GmbH is entitled on the conclusion of a contract or thereafter to require a reasonable advance payment. The amount of the advance payment and the payment deadlines may be agreed in writing in the contract.
- The Customer is only entitled to offset or deduct undisputed or legally final and binding claims against/from a claim by GenoHotel GmbH.

6. Cancellation by the Customer

- Cancellation free of charge by the Customer of the contract concluded with GenoHotel GmbH is subject to GenoHotel GmbH's written consent. If this is not granted, the agreed contract items and items ordered from third parties must be paid for, even if the Customer does not take delivery of contract items, if it is no longer possible to find an alternative customer, which GenoHotel must try to do immediately on becoming aware of the cancellation. This will not apply if GenoHotel GmbH fails to satisfy its obligation to take account of the Customer's legally protected and other rights and interests, if it is as a result no longer reasonable to expect the Customer to adhere to the contract or if he has any other statutory or contractual right to cancel.
- If GenoHotel GmbH and the Customer agreed a deadline in text form for the cancellation of the contract free of charge, the Customer may withdraw from the contract up to that time without giving rise to any claims to payment or damages on GenoHotel GmbH's part. The Customer's right to cancel will cease to apply if he fails to assert his right to cancel in text form vis-a-vis GenoHotel GmbH within the time allowed. This applies accordingly to agreements regarding compensation in the event of a cancellation.
- Subject to any contradictory provisions agreed in text form in the contract, the following cancellation rules apply:

Cancellation deadlines

In the event of cancellation after the contract is signed, the following terms apply:

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|-----|---|--|
| 0 | - | 10 days before arrival date = 90% of expected sales |
| 11 | - | 20 days before arrival date = 50% of expected sales |
| 21 | - | 41 days before arrival date = 25% of expected sales |
| 42+ | | days before arrival date = cancellation free of charge |

If the customer cancels, GenoHotel GmbH is entitled to invoice the expected turnover in addition to the agreed rental price after the cancellation deadlines mentioned above. A reduction of the number of participants on site is no longer possible. Should participants not make use of agreed services, these will be invoiced as booked. Zur Betrachtung des Anspruchs der pauschalisierten Stornogebühren des Auftragnehmers gestatten wir dem Auftraggeber ausdrücklich den Nachweis gemäß § 309 Nr. 5 BGB.

7. Cancellation by GenoHotel GmbH

1. If it was agreed in writing that the Customer is entitled to cancel free of charge within a specific period, GenoHotel GmbH is likewise entitled to withdraw from the contract within that period, if enquiries have been received from other customers about the contractually booked function rooms and the Customer does not waive his right to cancel on enquiry by GenoHotel GmbH.
2. If an advance payment agreed upon or required pursuant to Subsection I.5.7 above is not made, GenoHotel GmbH is likewise entitled to withdraw from the contract.
3. GenoHotel GmbH is also entitled to withdraw from the contract if this is objectively justified, for example if
 - force majeure or other circumstances for which GenoHotel GmbH cannot be held responsible render it impossible to fulfill the contract,
 - functions/rooms are booked on the basis of significant misleading or incorrect facts, regarding e.g. the Customer or the purpose of the function,
 - GenoHotel GmbH has good reason to believe that the function may jeopardize the smooth running of its business, its security or its public image and this is not attributable to GenoHotel GmbH's control/organizational functions,
 - there is a breach of the prohibition on subletting / supply to third parties.
4. If GenoHotel GmbH justifiably withdraws from the contract, the Customer is not entitled to any damages.

8. Data processing and data protection

1. The Customer's personal data (name, address, date of birth), all order data (including bank account details) will be stored and processed electronically for the purpose of fulfilling the contract.
2. GenoHotel will only make use of this data for the purpose of fulfilling the contract, within the framework of the overall business relationship with the Customer and in accordance with the statutory requirements of the German Federal Data Protection Act. If any third party is involved in the fulfillment of the contract, the data protection requirements of the German Federal Data Protection Act applicable to order data processing must be complied with.

II.

Supply of hotel rooms

1. Supply, handover and return of rooms

1. The Customer is not entitled to specific rooms, unless this was expressly agreed in text form.
2. Rooms booked will be available to the Customer from 3 PM on the agreed arrival date. The Customer is not entitled to any earlier occupation.
3. On the agreed departure date the rooms must be cleared and vacated by 10 AM at the latest. After that time the Hotel is entitled to charge as follows for the late vacation of rooms beyond what was contractually agreed: up to 3 PM 50% of the full list price; from 3 PM 100%. This will not give rise to any contractual claims by the Customer. The latter remains entitled to prove that the Hotel is not entitled to any usage charge or is only entitled to a significantly lesser one.
4. The Hotel is liable to the Customer for items brought in as provided by statute. By law, liability is limited to 50 times the price of the room, subject to a maximum of € 3,000.00 except in the case of cash, securities and other valuables, where the maximum is € 800.00. Cash, securities and other valuables up to a maximum value of € 1,000.00 can be stored in the hotel safe. The Hotel recommends making use of this option.
5. The Hotel will take the greatest of care to ensure that wake-up calls are made on time. Messages,

post and deliveries of goods for guests will be handled with care. The Hotel will deliver, store and – if requested – send on such items (this last subject to a charge).

III. Functions

1. Exclusion of particular functions, advertising and reporting

1. The Customer must inform GenoHotel GmbH on his own initiative by the time when the contract is concluded at the latest, if the political, religious or other nature of the function is likely to jeopardize the smooth running of the Hotel's business, its security or its public image. In such a case GenoHotel is entitled to withdraw from the contract without paying compensation, even if a function turns out to be of such a nature at a later date.
2. Any subletting of the rooms or areas made available and any public invitations or other advertising to attract people to interviews or sales or similar events is subject to GenoHotel GmbH's prior approval.
3. Only with GenoHotel's prior approval is the Customer entitled to place his own advertising (posters, banners etc.) outside of the building or inside the building, but outside of the room booked for the function.
4. In his advertising for the planned function, the Customer is entitled to refer to GenoHotel's website for the purpose of providing necessary service information (route maps, diagrams of accommodation etc.), but any mention of GenoHotel exceeding this is subject to the latter's prior approval in text form.
5. Photography and video recording outside of the room provided for the function is only permitted with GenoHotel's permission.
6. GenoHotel is entitled to mention the function planned by the Customer in the lists of functions it publishes and to refer to the function appropriately as a reference in its own advertising, unless this was expressly excluded in text form when the contract was concluded.

2. Adjustments to attendee numbers and function timing (only applies if not agreed otherwise in the contract)

1. GenoHotel GmbH must be provided with an approximate number of attendees at least 6 weeks before the function commences, in order to ensure the smooth running of the function.
2. Any reduction of 20% or more in the number of attendees must be notified to GenoHotel GmbH at least 3 weeks before the function starts; such a reduction is subject to GenoHotel GmbH's written consent, and the latter is entitled to require the payment of appropriate compensation for the reduction.
3. The Customer must inform GenoHotel GmbH of the final number of attendees at least 14 business days before commencement.
4. If more people attend than notified, the actual number will be charged for.
5. If the number of attendees changes by more than 10%, GenoHotel GmbH is entitled to allocate different rooms from those confirmed, unless it is unreasonable to expect the Customer to accept this.
6. If the function starts or finishes other than at the times agreed, GenoHotel GmbH is entitled to make a reasonable charge for the additional service stand-by unless it is itself culpable.

3. Customer's own food and drink

The Customer is not permitted to bring his own food or drink to functions. Any exception to this is subject to a written agreement with GenoHotel GmbH. In such a case, a contribution towards general costs will be charged.

4. Technical equipment and connections; official permits

1. If GenoHotel GmbH provides the Customer at the latter's request with technical or other third-party equipment, GenoHotel GmbH will be acting in the name, by authority and for the account of the Customer. The Customer is responsible for careful handling and proper return. He must indemnify GenoHotel GmbH against any third-party claims arising out of the supply of such equipment.
2. Any usage of the Customer's own electrical equipment plugged into GenoHotel GmbH's electrical supply is subject to GenoHotel GmbH's approval; this may be made contingent on payment for a technician to be provided. Any interference with or damage to GenoHotel GmbH's technical systems resulting from the use of such equipment is chargeable to the Customer, as long as GenoHotel GmbH

is not responsible for the problem itself. GenoHotel GmbH is entitled to estimate the cost of the electricity used and charge this to the Customer if required.

3. Subject to GenoHotel GmbH's consent, the Customer is entitled to use his own telephone, fax and data transmission equipment. GenoHotel GmbH is entitled to charge for their connection. If such use of the Customer's own equipment means that GenoHotel's suitable equipment remains unused, a corresponding charge may be made to cover loss of income.
4. Any breakdowns in technical or other equipment made available by GenoHotel GmbH will be rectified immediately if at all possible.
5. The Customer must obtain any official permits required for the function in good time at his own expense. He is responsible for compliance with public law requirements and any other relevant regulations. This includes in particular the payment of any charges due to copyright collection agencies (GEMA etc.).

5. Customer's liability for damage

1. If the Customer is an entrepreneur or a private or public law legal entity, he/it is liable for all damage to buildings or contents caused by people attending/taking part in the function, employees, any other associated third parties or the Customer himself/itself.
2. GenoHotel GmbH is entitled to require the Customer to provide reasonable security (e.g. deposits, insurance, third-party guarantees).

IV. Car park usage

If the Customer or the Customer's guests at a function are provided with a parking space in the parking garage or in a car park, no safe custody contract will arise, even if a charge is made. GenoHotel GmbH is under no obligation to provide surveillance for vehicles. GenoHotel GmbH is not liable for the removal of or damage to any vehicles parked or maneuvered on GenoHotel GmbH's property or their contents, except in cases of premeditation or gross negligence. Any loss/damage must be reported to GenoHotel GmbH immediately.