

GENERAL TERMS AND CONDITIONS FOR EVENTS AT RAMADA BY WYNDHAM ESSEN HOTEL**I. Scope**

1. These terms of business apply to contracts for the leasing of conferencing, banqueting and function rooms of the hotel for the holding of events, such as banquets, seminars, conventions, exhibitions, and presentations etc., as well as for all further deliveries and services connected with the hotel.

2. The subletting and reletting of the rooms, spaces or display cases, and the invitation to interviews, sales or similar events requires the hotel's prior consent, in a waiver of Section 540(1)ii of the German Civil Code (BGB), unless the customer is a consumer.

3. The customer's business terms shall only apply if this has been explicitly agreed in advance in writing.

II. Conclusion of contract, partners, liability, limitation period

1. The contract shall come into effect at the point the hotel accepts the application from the customer; these are the contractual partners.

2. If the customer is not the event planner himself, or the event planner has involved a commercial representative or organizer, the event planner will be jointly and separately liable for all obligations arising from the contract together with the customer.

3. The hotel is liable for its obligations arising from the contract with the care of a prudent businessman. Any claims for compensation by the customer are excluded. This does not apply to losses as a result of an injury to life, body or health, or infringement of essential contractual obligations (cardinal obligations), and liability for other damage caused willfully or as a result of a grossly negligent breach by the hotel, its legal representatives or vicarious agents, or if the hotel has maliciously concealed defects. Essential contractual obligations are those that are necessary to achieve the contract's objective. If essential contractual obligations are breached, the hotel shall only be liable for foreseeable damages that are typical for the contract if these were caused by simple negligence, unless they are compensation claims by the customer because of a breach of life, body or health.

4. Existing liability restrictions apply to all compensation claims regardless of their legal basis, including claims that result from unauthorized use. The present liability restrictions and exclusions also apply in cases of possible claims for compensation by the customer against the hotel's employees. However, they do not apply in instances of liability by the hotel for a defect after having given a guarantee for the quality of an

item or a work, in the case of maliciously concealed defects or personal injury.

5. No contract of safe custody will come into effect if the customer is provided with a parking space in the hotel garage or in the hotel's car park for payment. The hotel has neither a duty to oversee or provide security. The hotel is not liable for any loss or damage to any vehicles parked or maneuvered on hotel property. The hotel is also not liable for the vehicles' contents, except in the event of intent or gross negligence. The general business terms for parking garages of Ramada by Wyndham Essen Hotel apply in all other respects.

6. The customer is liable for all damage to buildings or contents that are caused by participants or visitors to the event, employees, other third parties from their sector or caused by themselves or their legal representatives and vicarious agents. The customer may demand that reasonable securities (e.g., insurance, securities, sureties) be put in place as protection against possible claims because of damage.

7. All claims against the hotel shall expire within a year from the start of the standard, knowledge-dependent limitation period, as set out in Section 199 (1) of the German Civil Code (BGB). Compensation claims shall expire in three years independent of knowledge. Reductions in the statutory limitation period do not apply to claims that are based on willful intent or a grossly negligent breach of duty on the part of the hotel or an injury to life, body, or health.

III. Services, prices, payment, setoff

1. The hotel is obliged to provide the services ordered by the customer and committed by the hotel in accordance with these general business terms.

2. The customer is obliged to pay for these and any further services they may use at the hotel's applicable or agreed rates. This also applies to any services arranged by the customer and the hotel's out-of-pocket expenses to third parties, in particular for demands from copyright collection societies.

3. The agreed prices include the statutory rate of VAT. If the period between concluding the contract and the event should exceed four months and the price generally charged for such services by the hotel increases, the contractually agreed price can be reasonably increased, though up to a maximum of 5%.

4. Invoices of the hotel are payable immediately without deduction. The hotel has the right to call in any accrued debts at any time and to demand immediate settlement. In the event of payment arrears, the hotel is entitled to demand statutory

GENERAL TERMS AND CONDITIONS FOR EVENTS AT RAMADA BY WYNDHAM ESSEN HOTEL

late payment interest. The hotel reserves the right to provide evidence of a higher loss.

5. The hotel has the right to demand reasonable advance payment at any time. The amount of advance payment and the payment terms can be agreed in the contract in writing.

6. The customer may only offset or reduce a debt with a debt that has been acknowledged in writing or that is legally enforceable.

IV. Withdrawal by the customer (termination, cancellation)

1. Any free-of-charge withdrawal by the customer from the contract entered with the hotel requires the hotel's written consent. If this does not take place, the agreed costs for space rent from the contract and for any services arranged with third parties must also be paid, even if the customer has not used the contractual services and reletting is no longer possible. This does not apply if the hotel's obligation to consider rights, legal assets and interests of the customer are breached, if it is no longer reasonable for them to adhere to the contract, or they are entitled to another statutory or contractual right of withdrawal.

2. If a date has been agreed in writing between the hotel and the customer, the customer can withdraw from the contract up to that date, without incurring any claims for payment for compensation from the hotel. The customer's right to withdraw shall expire if they do not exercise their right to withdraw in writing with the hotel by the agreed date, unless a case outlined in number 1, clause 3 applies.

3. If the customer only withdraws between the 8th and 4th week before the date of the event, the hotel is entitled to charge 35% of the lost food sales as well as the agreed hire costs, and 70% of the food sales in the event of a later withdrawal.

4. The food sales are charged using the formula: menu price – event x number of attendees. If no price has yet been agreed for the menu, the cheapest 3-course menu of the valid event offer will be used as a basis.

5. If a conference rate has been agreed for each attendee, the hotel is entitled to charge 60% for a withdrawal between the 8th and 4th week before the event date, and 85% of the conference rate x agreed number of attendees for a withdrawal later.

6. Number 3 and 5 take account of the deduction for saved expenditure. The customer is free to prove that the aforesaid

usage was not incurred or that the amount claimed was not incurred.

V. Withdrawal by the hotel

1. If a free-of-charge right to withdraw by the customer has been agreed in writing within a specific time limit, the hotel is itself entitled to withdraw from the contract during this period, if it has enquiries from other customers for the contractually reserved rooms, and the customer fails to respond to enquiries made by the hotel about its right to withdraw.

2. The hotel is also entitled to withdraw from the contract if an advance payment agreed or demanded based on the aforesaid clause III no. 5 is not made.

3. The hotel is further entitled to withdraw from the contract for an objectively justified reason, for example, if

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

- events are booked with misleading or incorrect details of essential facts, e.g., about the customer or the purpose.

- the hotel has reasonable grounds to suspect that acceptance of the hotel's services may affect the smooth operation of the business, the security or the hotel's public reputation, without this being attributable to the hotel's power of control or organization.

- there is a breach against the aforesaid clause 1 no. 2.

- the hotel learns of circumstances that the customer's financial situation has significantly deteriorated after conclusion of the contract, in particular, if the customer has failed to settle due accounts with the hotel or offer sufficient security, and the hotel's claims for payment therefore appear to be at risk.

4. The customer is not entitled to compensation if the hotel is justified in withdrawing from the contract.

VI. Change to the number of attendees and time of the event

1. The customer is obliged to specify the anticipated number of attendees to the hotel when placing the order. The customer must notify the hotel of the final number of attendees in writing, at the latest five working days before the date for the event. If the notified number of attendees changes by more than 5% with the aforesaid notification, such a change requires the hotel's written consent.

GENERAL TERMS AND CONDITIONS FOR EVENTS AT RAMADA BY WYNDHAM ESSEN HOTEL

2. When charging for services that the hotel undertakes based on the number of registered persons (e.g., hotel rooms, food, and drinks), the actual number of persons will be charged in the event of an increase in the number of registered and contractually agreed attendees. In the event of a reduction in the contractually agreed number of participants of more than 5%, the hotel is entitled to charge the contractually agreed number of attendees less 5%. The customer has the right to reduce the agreed price by the expenditure saved, for which they are to provide proof, due to the lower number of attendees.

3. If the number of attendees varies by more than 10%, the hotel is entitled to set the agreed prices again and change the confirmed rooms.

4. If the event's agreed start or finish times should shift without the hotel's prior consent, the hotel may make a reasonable charge for the additional performance, unless the hotel is responsible for the change.

VII. Bringing of food and drink to the hotel

The customer may not bring any food or drink to events at the hotel.

Exceptions require a written agreement with the hotel. A separate service charge will be made in these cases to cover general overheads.

VIII. Technical equipment and connectivity

1. If the hotel procures technical or other equipment for the customer at their request from third parties, this is carried out in the customer's name, with their full authority and on their account.

The customer is liable for the careful handling and proper return. They release the hotel from all claims from third parties as a result of handing over this equipment.

2. The use of the customer's own electrical equipment with the hotel's power supply requires its written consent. The customer will bear the cost of any disruption or damage to the hotel's technical equipment as a result of using these devices unless the hotel is responsible. The hotel can record and charge a flat rate for the cost of any electricity incurred as a result of their use.

3. The customer is entitled to use their own telephone, fax, and data transmission equipment with the hotel's consent. The hotel may require a connection fee.

4. A fee will be charged as compensation, if the hotel's own equipment remains unused on account of the customer using their own equipment.

5. Any disruption to the technical and other equipment provided by the hotel shall be remedied immediately, as far as possible. No payments may be refunded or reduced if the hotel is not responsible for these disruptions.

6. The customer is responsible for obtaining any official consents that may be required at their own expense for holding the event. They are responsible for adhering to permissions and all other requirements associated with the event under public law. If the customer assigns the provision of services to third parties as part of the event (e.g., development work etc.), the contractual partner must ensure adherence to all occupational safety and safety standards. In particular, all the emergency escape routes and exits must be kept clear at all times.

7. The customer is responsible itself for arranging the necessary formalities and fees for any musical performance and public address systems it has arranged itself with the relevant authorities (e.g. GEMA).

8. The customer may only use the hotel's name and trademarks in the advertising for their event with the hotel's prior consent.

IX. Loss or damage of any items brought in by the customer

1. Any exhibition or other, even personal items are located in the hotel and conference rooms at the customer's own risk. The hotel accepts no responsibility for loss, destruction, or damage, even for financial losses, except in the event of gross negligence or intent on the part of the hotel. This excludes damage as a result of injury to life, body, or health. Additionally, all cases, in which the safekeeping constitutes a duty typical of the contract because of the circumstances in the specific case, are excluded from this exemption from liability.

2. Any material the customer brings with them must meet the fire safety regulations. The hotel is entitled to demand an official consent, if necessary. If no such evidence is forthcoming, the hotel is entitled to remove any material already brought in by the customer at the customer's expense. The positioning and installation of items must be agreed beforehand with the hotel because of possible damage.

3. Any exhibits or other items brought along must be removed immediately following the end of the event. If the customer fails to do this, the hotel may remove and store the items itself

GENERAL TERMS AND CONDITIONS FOR EVENTS AT RAMADA BY WYNDHAM ESSEN HOTEL

at the customer's expense. If the items are left in the conference room, the hotel may charge a reasonable fee as compensation for the time the items are left there. The customer is free to prove that the aforesaid usage was not incurred or that the amount claimed was not incurred.

4. Packaging material (cardboard, boxes, plastic etc.), which arise in connection with supplies to the event by the contractual partner or third parties, must be disposed of by the customer. If the customer leaves behind any packaging material in the hotel, the hotel is entitled to dispose of this at the contractual partner's expense.

5. If the materials brought in by the customer contain personal data or other confidential information (e.g., work papers, lists of attendees, presentations, handouts) personal data or other confidential information, the customer is itself particularly responsible for data protection provisions (e.g., destruction of such materials under data protection legislation).

X. Closing conditions

1. Any changes or additions to the contract, application acceptance or these business terms for events, and the waiver of written form must take place in writing. Unilateral changes or additions by the customers will not be recognized.

2. The hotel's registered office is the place of performance and payment.

3. Sole place of jurisdiction, even for disputes involving cheques and bills of exchange, is the hotel's principal place of business for commercial transactions, or at the hotel's choice, Frankfurt am Main. If a contractual partner meets the conditions of Section 38(2) of the Code of Civil Procedure (ZPO) and has no national place of jurisdiction, the hotel's principal place of business is the place of jurisdiction.

4. German law applies. Application of the UN Convention on the International Sale of Goods and conflict-of-law provisions is excluded.

5. Should individual conditions of these general business terms for conferences or banquets be or become ineffective or void, this shall not affect the effectiveness of the remaining conditions. In addition, the statutory requirements apply.