

## GENERAL TERMS AND CONDITIONS

### I. Scope

1. These terms and conditions (“Condition(s)”) shall apply to all contracts with Schloss Elmau GmbH & Co KG, 82493 Elmau, (“Hotel”) for the rental use of hotel, conference, banquet and event rooms (“Facilities”), as well as all other goods and services rendered by the Hotel to its customer (“Customer”) and/or upon request of Customer (“Contract(s)”).
2. Subletting or renting or otherwise making Facilities available to a third party and/or any use of Facilities for purposes other than those agreed upon in the Contract or – if there is no such agreement in case of hotel rooms – lodging purposes, requires the Hotel’s prior consent in text form, whereby Section 540, para. 1, sentence 2 of the German Civil Code (“BGB”) shall not apply unless the Customer is a consumer. Customer’s liability for third parties is stipulated in Section 540, para. 2 BGB. In the event that the Contract is a package travel contract as set forth in Sec. 651a BGB, Sec. 651e BGB remains unaffected.
3. The Hotel does not accept any terms and conditions which deviate from these Conditions, including any general terms and conditions of Customer, except if such terms and conditions have been expressly accepted by the Hotel

### II. Conclusion of Contract, Parties, Statute of Limitations

1. The Contract is entered into between the Hotel and Customer. The Contract shall come into force upon the Hotel’s acceptance of the Customer’s offer. Binding reservations can generally only be made within the six (6) months preceding the first day of stay (Binding Period). Unless expressly otherwise agreed, reservations received and confirmed outside of the Binding Period only constitute non-binding pre-reservations which only become binding upon commencement of the Binding Period, and, until such time, can be cancelled by both the Customer and the Hotel freely and without any liability towards the respective other party.
2. The Hotel’s range of services listed as available on the Hotel’s website and/or on the websites of third parties may always be subject to change. Any valid claim of Customer to the performance of services requires the conclusion of a Contract between the Hotel and Customer. Such Contract is concluded when the Hotel accepts the booking/order of Customer within 24 hours or requests payment from Customer. There is no entitlement of Customer for the Hotel to accept its booking or order.
3. Warranty claims of Customer according to §§ 433, 437 et seq. BGB – provided that they concern the delivery of newly manufactured goods and provided that Customer is a consumer - shall become time-barred in accordance with the respective statutory provisions. The statute of limitations of Customer’s claims for reimbursement of expenses or for permitting the removal of an item of equipment shall become time-barred in accordance with the provision of § 548 para. 2 BGB. All other claims against the Hotel shall generally become time-barred one year after the commencement of the statutory limitation period. Deviating from the Sec. 199 para 2 and 3 BGB, damage claims shall – irrespective of Customer’s awareness/knowledge - become time-barred at the latest after five years. The foregoing shall not limit any longer limitation period under statutory law which may apply to claims/rights based upon (a) fraudulent concealment of defects or (b) gross negligence or willful misconduct or (c) the death of, or personal injury to, or wrongful deprivation of personal liberty of, a natural person, caused by negligence or willful misconduct or (d) the violation of data protection regulations or (e) the German Product Liability Act (“ProdHaftG”) or (f) guarantees of properties and/or (g) the right to withdraw from the Contract based on a breach imputable to the Hotel other than a defect.

### III. Supplies and Services, Prices, Payment, Offsetting

1. The Hotel is obligated to make available the Facilities booked by Customer and to render the services further agreed upon. The (performance) conditions stated in the respective offer booked by Customer shall apply. The Hotel’s obligation to make available the Facilities booked by the Customer shall cease in the event Customer fails to take over Facilities from the Hotel as agreed upon in the Contract or – if no explicit agreement has been made – by 6 pm on the agreed arrival date, unless a later takeover time has been expressly agreed or the Facilities have been fully paid in advance or Customer has furnished a

credit card guarantee securing payment of the agreed fee in the event of non-appearance.

2. In general, Facilities shall be provided with the equipment expressly agreed upon in the Contract, in particular with regard to furniture and/or technical equipment (sockets, lighting, speakers, multimedia connections, WLAN, etc.). The Hotel shall not be obligated to provide any additional equipment (in particular technical equipment) required by Customer for the purpose of using the Facilities, unless expressly contractually agreed otherwise. In the event that the Hotel procures technical and other equipment from third parties for Customer at Customer's request, it shall act in Customer's name, under Customer's authority and for Customer's account. Customer shall be liable for careful handling and proper return of such equipment. Customer shall indemnify and hold harmless the Hotel against all claims by third parties arising from the provision of such equipment. The Hotel shall be notified in advance prior to making the Facilities available to the Customer, of any items brought into the Facilities by Customer for the purpose of holding events, the use of which requires connection to the power grid (in particular technical equipment). The use of such items requires the prior approval of the Hotel.
3. Customer is obligated to pay the agreed upon and/or applicable Hotel prices for the use of Facilities and for all other services received. This also applies to disbursements the Hotel may make with respect to third party services ordered by the Customer directly or via the Hotel.
4. The agreed prices include all taxes and local taxes in effect at the time of the conclusion of Contract. This does not include locally levied taxes, which are owed by the Customer personally according to municipal law, such as visitor's tax. If the statutory value added tax is changed or if local taxes concerning the Facilities and/or services are newly introduced, changed or abolished after these have been agreed upon, the prices will be adjusted accordingly. If the Customer is a consumer, this applies only to the extent that the Contract is performed later than four months after it has been concluded.
5. In the event that the Hotel has agreed to make the Facilities available later than four months after the date of the conclusion of the Contract and the Hotel's provision costs increase by more than 5% after conclusion of the Contract and prior to the Facilities being made available, the Hotel shall have the right to increase the price agreed by an amount equivalent to such increase by giving notice of such increase to Customer no less than 4 weeks in advance. In such case, Customer shall have the right to withdraw from the Contract, provided that the Hotel receives Customer's notice to that effect within two weeks from the date on which Customer has received the notice of the price increase. In the event that the Contract is a package travel contract as set forth in Sec. 651a BGB, Sec. 651e BGB remains unaffected.
6. In the event Customer subsequently wishes to change the number of Facilities booked, the Hotel's services, or the length of stay, this shall require the conclusion of a corresponding (new) Contract in accordance with the conditions set forth herein.
7. Hotel invoices not stating a due date are payable without deduction and due upon receipt. Upon any default of payment, the Hotel shall be entitled to demand the applicable statutory default interest which currently amounts to 9 %age points, or, in transactions with a consumer, 5 % age points, above the statutory base interest rate. The Hotel reserves the right to claim damages for any additional loss it may establish. Any damage claims of the Hotel shall remain unaffected thereby.
8. The Hotel may require a reasonable advance or security, such as a credit card guarantee, from Customer upon conclusion of the Contract. The amount and due date of the advance or security may be agreed in text form in the Contract. With respect to advance payments or a security for package holidays, the statutory provisions shall apply and shall remain unaffected by the foregoing.
9. Furthermore, the Hotel may at any time, at the commencement of, or during, Customer's stay, demand a reasonable advance or security for future claims under the Contract to the extent that this has not yet been provided in accordance with par. 7. In the event of stays of more than one week or claims of more than € 1,000.00 for services already rendered, the Hotel may also issue interim invoices which are due for immediate payment. In regard to advance payments or security deposits made for package travel contracts, the statutory provisions shall remain unaffected by the foregoing.
10. The Hotel shall be free to decide on the acceptance of Customer's credit card in each individual case, even if the general acceptance of credit cards by Hotel has been made publicly known.
11. Customer shall not be entitled to set off any of its claims against claims of the Hotel, except where Customer's claims are undisputed or have been confirmed by a final court judgment. Unless Customer is a consumer, the foregoing shall also apply to any right of retention under civil or commercial law, and in particular to any deductions from recurrent payments to the Hotel based on supposed defects. This shall, however, not limit Customer's right, to claim reimbursement based on the right of unjust enrichment or damages in accordance with the Contract.

#### **IV. Customer's Obligations**

1. Customer shall be obligated to treat all items and Facilities made to Customer for use within the framework of the Contract by Hotel with due care at all times. In particular, it shall observe the Hotel's house rules valid at the time the Contract is concluded.
2. Customer may not hold events or receive guests, customers, business partners or others at the Hotel without the express consent of the Hotel. All persons to whom Customer provides access to the Facilities must be registered with the Hotel. Customer may only allow other persons to enter the Facilities within the framework of the agreed event and/or room occupancy.
3. Customer shall obligate all persons to whom it provides access to the Facilities accordingly.
4. Bringing food and beverages to the Facilities by Customer and/or any person to whom Customer provides access to the Facilities shall be permitted exclusively for Customer's own consumption. Customer's catering of participants of events in the Facilities requires Hotel's prior express consent.
5. Customer guarantees a careful and proper handling of all equipment provided to it in the Facilities.
6. All objects brought onto the premises of the Hotel by and/or on behalf of Customer must comply with the respective statutory and/or official safety regulations and/or orders. Customer shall be obligated to provide the Hotel with any necessary permits, approvals and/or test reports prior to bringing in such objects and without explicit request by the Hotel.
7. All objects brought onto the premises of the Hotel by and/or on behalf of Customer shall be completely removed by Customer at its own expense before the Facilities are vacated. If Customer fails to comply with this obligation, the Hotel shall be entitled to remove and store the respective objects at Customer's expense. In this case, the Hotel shall be entitled to demand the agreed rental price or any higher local rental price for each day commenced after the agreed vacating of the Facilities for the duration of the impeded or restricted usability of the Facilities as compensation pursuant to § 546a para. 1 BGB. Further claims for damages remain unaffected thereby, § 546a para. 2 BGB, in particular if other events cannot take place or can only take place to a limited extent due to the impeded or restricted usability of the Facilities.
8. Customer shall compensate the Hotel and/or third parties for any damage incurred by the Hotel and/or such third parties as a result of bringing in and/or using of equipment and objects by and/or on behalf of Customer

#### **V. Withdrawal/Termination by the Customer and Failure to Consummate the Contract (No Show)**

1. Once a reservation has become binding (see Sec. II. par. 1), the Customer may only withdraw from the Contract if a cancellation right has expressly been agreed, exists under statutory law, or if the Hotel consents to the withdrawal. The agreement granting a cancellation right as well as mutually agreed termination of the Contract shall be agreed in text form.
2. If the Hotel and Customer have agreed on a right of cancellation without cancellation fee, which may be exercised up to a certain date, the Customer may withdraw from the Contract up to that date without incurring any claims for payment or damages. Customer's cancellation right will expire, if it is not exercised in the agreed form on or before the agreed date.
3. The Hotel shall remain entitled to the full compensation agreed in the Contract ("Room Rate") even in the event that the Facilities and/or services are not used by Customer, unless the Customer has exercised a cancellation right under the Contract or statutory law or the Hotel has consented to a withdrawal at no further cost. The Hotel will credit against the agreed price (a) alternative income from renting the Facilities to a third party and/or (b) any reduction in its own cost due to the fact that the Facilities have not been used by Customer. If the Room is not rented to a third party, the Hotel, may, at its discretion, deduct cost savings on a liquidated basis as set forth hereinafter. In this case, the Customer shall pay at least 90 % of the Room Rate (excluding consumption charge) for lodging with or without breakfast as well as all-inclusive arrangements with contracted services, 70 % of the Room Rate for half-board arrangements and 60 % of the Room Rate for full-board arrangements. Customer remains entitled to establish that the actual cost savings are higher than the aforementioned discounts.

#### **VI. Special Terms for Facilities for Events (Event Facilities)**

1. Notwithstanding Sec. V. above, in the case of reservations of Event Facilities, Customer shall be entitled to cancel its reservation in full by notifying the Hotel in writing up to 12 weeks prior to the contractually agreed handover of the Event Facilities. Partial cancellations shall be governed by the following No. 5. §§ 187, 188 BGB shall apply mutatis mutandis to the

calculation of the periods in accordance with this Sec. VI.

2. Following cancellation in accordance with this Sec. VI., the agreed fee shall no longer apply. However, Customer shall be obligated to reimburse the Hotel for all expenses which the Hotel has incurred at the time of cancellation for the purpose of performing its obligations under the Contract in reliance on the proper execution of the Contract, provided that the it cannot be used for other purposes up to three months after the cancelled event and/or storage is either not economically viable and/or possible. This shall include the costs arising from third party claims against the Hotel, provided that the Hotel is unable to cancel the services/goods ordered or used by such third party in this connection or can no longer cancel them free of charge.
3. In the event of cancellations executed later than 12 weeks prior to the contractually agreed handover of the Event Facilities, the Hotel shall be entitled to invoice the following amounts:
  - a. For events with individual billing of the booked services:
    - For cancellations up to 9 weeks before the contractually agreed handover of the Facilities: 20% of the agreed rental price.
    - For cancellations up to 3 weeks before the contractually agreed handover of the Facilities: 35% of the agreed rental price.
    - In the event of later cancellations or non-use of the Facilities/services without cancellation: 70% of the agreed rental price.
  - Income from renting the Event Facilities to other parties shall be offset against the rental price.
  - b. For events that are billed on the basis of a menu price:
    - For cancellations up to 9 weeks before the contractually agreed handover of the Facilities: 20% of the agreed menu price for the number of participants booked.
    - For cancellations up to 3 weeks before the contractually agreed handover of the Facilities: 35% of the agreed menu price for the number of participants booked.
    - For later cancellations or non-use of Facilities/services without cancellation: 70% of the agreed menu price for the number of participants booked.
  - In the event that the exact menu was not fixed at the time of cancellation, the price of the cheapest menu proposed by the Hotel will be used as the basis for calculation.
  - c. For events that are billed per participant on the basis of a conference flat rate:
    - For cancellations up to 9 weeks before the contractually agreed handover of the Facilities: 20% of the agreed conference fee for the number of participants booked.
    - For cancellations up to 3 weeks before the contractually agreed handover of the Facilities: 35% of the agreed conference fee for the number of participants booked.
    - For all later cancellations before the contractually agreed handover of the Facilities: 70% of the agreed conference flat rate for the number of participants booked.
4. In the aforementioned cases, Customer shall be free to prove that the Hotel has suffered no damage or less damage as a result of the cancellation.
5. The following provisions shall apply in the event of any change in the contractually agreed number of participants:
  - A change in the number of participants is only possible if and to the extent that this does not conflict with any statutory provisions and/or official/police orders/regulations.
  - A maximum occupancy of the Facilities specified by the Hotel before or at the time of conclusion of the Contract may not be exceeded.
  - The Hotel must be notified of changes in the number of participants in writing at least five days prior to the contractually agreed handover of the Facilities.
  - A reduction in the number of participants of up to 5% shall lead to a pro rata deduction from the remuneration owed by Customer. Further reductions are only permissible if agreed with the Hotel - if necessary after adjustment of the remuneration - since this may change the basis for calculation.

#### **VII. Withdrawal/Termination by the Hotel**

1. If the Hotel and Customer have agreed on a on a right of cancellation for the benefit of the Customer without cancellation fee which may be exercised up to a certain date within the Binding Period (Sec. II par. 1), the Hotel may cancel the Contract in the event that prior to such date another potential customer expresses an interest to book the Facilities in question and Customer fails to waive its cancellation right when requested to do so by the Hotel with reasonable notice. The Hotel may also cancel the Contract if the Customer fails to provide an advance or security which has been agreed or requested in accordance with Sec. III par. 8 within a reasonable grace period set by the Hotel.
2. The Hotel may also cancel the Contract if the Customer fails to provide an advance or security which has been agreed or requested in accordance with Sec. III par. 8 within a reasonable grace period set by the Hotel.
3. Moreover, the Hotel may also terminate the Contract for good cause with immediate effect. Such cause shall, without limitation, be presumed to exist where:
  - A force majeure event or other circumstances beyond the Hotel's reasonable control prevent the consummation of the Contract;
  - The Customer culpably provides misleading or false information or conceals facts when booking Facilities and/or other services provided by the Hotel, whereby in particular the identity and solvency of the Customer and the purposes of the booking (inter alia when events and/or their topic are damaging to the image of the Hotel) are to be considered material;
  - the Hotel has justified cause to believe that the respective use of the Facilities or services may disrupt the operations of the Hotel or prejudice the Hotel's security or reputation, provided that the reasons therefore are not attributable to the Hotel's sphere of control and/or organization;
  - the Room is intended to be used for illegal purposes; and/or
  - Sec. I par. 2 has been breached.
  - an agreed advance payment has not been made after becoming due, and after a reasonable grace period set by the Hotel notifying the Customer that it will terminate the Contract in the event of non-payment has lapsed.
4. Good cause for termination of the Contract by the Hotel with immediate effect shall also be considered to exist where the Hotel has received an offer for the rental of the facility (Luxury Spa Retreat or Cultural Hideaway) for which the booking has been made, in its entirety or of substantial room contingents in such facility for an event which could not be held without cancellation of the booking in question. This shall not apply, however, if there would be less than 4 weeks between cancellation and arrival.
5. In the cases of No. 3 letter a. and/or No. 4, the Hotel will inform the Customer immediately about the unavailability of the contractually agreed performance. In addition, the Hotel undertakes to offer the Customer a rebooking to an available alternative, that is as close as possible to the original booking, and, if such an alternative is not available or not desired by the Customer, to immediately refund any consideration already paid by the Customer.
6. Where the Hotel terminates the Contract in accordance with the provisions hereinabove, it shall not be liable for damages that have been incurred by Customer as a result of termination.

#### **VIII. Availability, Handover and/or Vacation of Facilities**

1. Customer is not entitled to demand a specific Facility and/or room categories unless this has been expressly agreed and/or is required in respect of the contractually agreed purpose of use.
2. Facilities are – notwithstanding any deviating contractual agreements – available to Customer from 4:30 p.m. on the agreed arrival date. Customer is not entitled to any earlier availability.
3. Facilities must be vacated and made available to the Hotel no later than 11:30 a.m. on the agreed departure date. If the Facilities are not vacated at this time, the Hotel may demand, as compensation for the excessive use pursuant to § 546a para. 1 BGB, the agreed daily accommodation price or any higher customary local accommodation price for each full or partial day of the delay in vacating the Facilities. . Alternatively, the Hotel may charge as compensation for the extended use, for each full or partial day of the delay a fraction of the full daily accommodation price (list price). Such fraction shall equal 50% if the Facilities are vacated on or before until 6 p.m., and 90 % thereafter. Customer shall be free to prove that the Hotel has suffered no damage or less; the Hotel shall be free to prove a higher damage.

**IX. Gift Certificates**

1. The Hotel also offers various gift certificates for purchase via its website. The price for the certification is due for payment immediately after the order has been placed by Customer and certificates are sent to Customer after receipt of payment by the Hotel - depending on Customer's wishes - by e-mail or by mail. Customer is responsible for providing the Hotel with the correct shipping information.
2. Gift certificates are excluded from refund. However, any statutory right of withdrawal to which the Customer may be entitled shall not be affected thereby. Notwithstanding the provisions of Sec. II above, Customer's claims arising from gift certificates shall become statute-barred after the regular three-year limitation period.
3. The Hotel may, at its discretion, make the use of gift certificates subject to certain conditions and/or restrict it to certain services, recipients, places of performance and periods of performance. The conditions chosen by the Customer at the time of the order in the respective offer, that become part of the Contract, shall apply.
4. When using gift certificates, the prices for the services to be paid for are as stated by the Hotel and/or a third party commissioned by the Hotel to arrange the service shall apply at the time of conclusion of the Contract. If, after using the gift certificate, Customer retains a remaining credit balance, it can be used within the period of validity of the gift certificate for further services provided by the Hotel and/or offset against such services on a pro rata basis. Disbursement of any remaining balance in cash is excluded.

**X. Liability of the Hotel, Customer's Responsibility to Cooperate**

1. The Hotel shall be responsible to fulfil its duties under the Contract with due commercial diligence.
2. In the event of any disruptions or non-conformities in the Hotel's performance under the Contract, the Hotel shall undertake to remedy such disruptions or non-conformities upon becoming aware of them or upon Customer's prompt complaint. Customer shall reasonably support efforts to remedy the disruption and keep any possible damage to a minimum.
3. The Hotel shall only be liable for damages, whether based on contract or legal regulation, only to the extent that such damage was caused by gross negligence or willful misconduct of the Hotel. In the event of death of a natural person or personal injury to the latter, the Hotel shall be liable also for ordinary negligence in accordance with the statutory regulations. In addition, the Hotel shall also be liable in accordance with statutory regulations for a negligent violations of fundamental duties under the Contract, but such liability shall be limited to the amounts that could have been reasonably foreseen at the time of conclusion of the Contract. Fundamental duties as set forth herein comprise all duties which must be fulfilled by the Hotel in order to consummate the Contract and the achievement of its purposes and fulfilment of which Customer may reasonably expect in view of the content and purposes of the Contract. This in particular includes the obligation to make the agreed services available on time and in a state which does not endanger the life, limb or health of Customer and/or any person legitimately accompanying Customer.
4. Any limitations on the Hotel's liability agreed in the Contract or these Conditions shall apply also to the personal liability of the Hotel's officers, employees or agents.
5. Any mandatory liability arising from a guarantee of properties, a fraudulent concealment of defects, a violation of data protection regulations or the ProdHaftG shall remain unaffected by this Sec. IX. This Sec. IX. shall not be construed to shift the statutory burden of proof in any way.
6. Should disruptions or defects in the performance of the Hotel occur, the Hotel shall act to remedy such upon knowledge thereof or upon objection by the Customer made without undue delay. The Customer shall be responsible to reasonably mitigate or eliminate any disruption and/or damage resulting therefrom.
7. The Hotel will be liable to the Customer, regardless of culpability, for property brought into the Hotel in accordance with, and to the extent provided in, the applicable statutory provisions. For all further liability of the Hotel, the aforementioned restrictions shall apply. The Hotel recommends the use of the hotel or room safe.
8. If parking space is provided to Customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if this is done against a fee. In the event of loss of, or damage to, motor vehicles parked or maneuvered on the Hotel's property and/or the contents thereof, the Hotel shall be liable in damages only where it has breached an obligation under the Contract and only within the limits agreed herein.

9. In the event that the Contract is a package travel contract as set forth in Sec. 651a BGB, the provisions of § 651n BGB shall not be affected by the limitation of liability as set forth in the above No. 2. and 3. For damages as defined in § 651n BGB, which are not bodily injuries and which were not caused by the Hotel and/or an agent of the Hotel, the liability of the Hotel shall be limited to three times the travel price as defined in § 651p para. 1 BGB.

#### **XI. Purchase of Goods**

1. In the event that the Customer purchases goods from the Hotel in connection with its stay, and such goods are defective, Customer may primarily exercise its statutory remedies for repair or replacement, and, only where that fails or in other exceptional cases as provided for in statutory law, withdraw from the Contract or demand a reduction in the agreed price. Such rights and claims shall be subject to a limitation period of one year, if Customer is a consumer two years, from commencement of the statutory limitation period. The provisions set forth hereunder shall also apply mutatis mutandis to such purchases.

#### **XII. Final Provisions**

1. Amendments of, and supplements to, the Contract, the booking confirmation and/or these Conditions should be made in text form. Unilateral amendments or supplements by Customer are invalid.
2. The place of performance and payment shall, unless the Customer is a consumer, be at the seat of the Hotel.
3. The exclusive place of jurisdiction - also for disputes over cheques and bills of exchange - in all commercial transactions shall be the registered seat of the Hotel. The same applies in the event that Customer does not have a general place of jurisdiction in Germany. The requirements of Art. 25 of Regulation (EU) No. 1215/2012 shall remain unaffected thereby, provided that Customer has its general place of jurisdiction in a member state of the European Union other than Germany. In the aforementioned cases, the Hotel reserves the right to sue Customer at its general place of jurisdiction.
4. All disputes arising from and/or in connection with the Contract shall be exclusively governed by German law under exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions. However, if Customer is a consumer, the above choice of law shall not deprive it of any protection granted to it by the provisions of the law applicable to contractual obligations (Rome I) pursuant to Art. 6 (1) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008, which may not be deviated from by agreement.
5. The Hotel may provide Customer with foreign-language versions of the Conditions at its own discretion. In the event of contradictions between the German version and foreign-language versions of the Conditions, the German version shall always take precedence. In the event of a dispute, only the German version shall prevail.
6. Should individual provisions of these Conditions or the Contract be or become invalid or void the validity of the remaining provisions shall remain unaffected thereby.

Schloss Elmau, November 2021