

Terms and Conditions for the services of Parkhotel Heidehof GmbH, as of 01/01/2010

1. The contract shall become effective when the order is confirmed between the Hotel and the Customer (standardised designation for purchaser, organiser, guest etc.). Solely these Terms and Conditions constitute an integral part of the contract. Any customer terms and conditions shall not be recognised. These Terms and Conditions apply to all services provided by the Hotel, especially to the provision of hotel rooms, conference and banquet rooms, and other spaces within the hotel (hereinafter included under: "service provision"). If a third party has placed an order on behalf of a customer, then he or she and the Customer shall be jointly and severally liable to the Hotel. The Hotel may request an appropriate pre-payment from the Customer and/or from the third party. Subleasing or subletting requires written consent from the Hotel.

2. Prices shall be determined according to the price list valid at the time of service provision. If fixed prices are specified in the order confirmation and there are more than four months between conclusion of contract and service provision, the Hotel has the right to alter the prices. If a minimum billing amount has been agreed and this is not reached, the Hotel may demand 60% of the difference as lost profit, unless the Customer proves a lower lost profit level or the Hotel a higher one.

3. If a hotel accommodation contract is concluded which allows the Customer to unilaterally withdraw from the contract (reservation), the right of withdrawal shall lapse – including for a Customer who is a tour operator – if the withdrawal is not declared to the Hotel in writing within the time period specified in the reservation. If no time period is specified, then withdrawal may be declared (received in writing by the Hotel) at the latest one month before the start of service provision.

4. For services booked or for a room rented via a hotel accommodation contract, the agreed fee must also be paid if the booking is later cancelled by the Customer (section 552 German Civil Code [BGB]). The Hotel guarantees free cancellation up to 30 calendar days before the event date. The saved expenses on the part of the Hotel constitute: 10% of the agreed price for overnight stays with or without breakfast; 40% for separately ordered food and drink; 25% for flat-rate agreements (a single sum comprising bed and board). For other service provision, i.e. services booked apart from those hotel services specified in clause 2, particularly rentals (rental of rooms and equipment, handling costs, etc.), agreed sales of food and drink at an event etc., the Hotel's claim to appropriate compensation shall be determined by the date of cancellation. This information shall be derived from the order confirmation issued by the Hotel as well as the appendix to these Terms and Conditions; saved expenses for other service provision will be determined on this basis. The Customer retains the right to prove a lower amount of damages, and the Hotel retains the right to prove a higher amount.

5. For other service provision pursuant to clause 4, in view of the actually existing capacity of the hotel, the Customer must inform the Hotel of the number of participants at the latest five working days before the date of service provision. If fewer participants attend than the agreed number, the Customer must pay for the number communicated to the Hotel, and as a minimum for the number originally agreed. If more participants attend, the Hotel shall invoice according to the actual number of participants.

6. If events exceed the contractually agreed time period or continue beyond 11:00 p.m., the Hotel may invoice for additional expenses, particularly for follow-up events and for staff.

7. a) The hotel endeavours to carry out wake-up call requests with the utmost care.

b) Messages, post and goods deliveries intended for the client shall be handled with the same degree of care. The Hotel undertakes to store, deliver and – if desired, for a fee – forward these.

c) Items left behind shall be forwarded solely at the request, risk and cost of the Customer. The Hotel shall retain these items for six months, and shall charge an appropriate fee for this service. After this time, if the items are of apparent value, they shall be passed on to the local lost and found office.

d) Any and all liability of the Hotel in accordance with points a-c is excluded.

8. The Hotel shall not be liable for vehicles parked at the Hotel.

9. The Hotel shall be liable to take the due care of a prudent businessman. Should disturbances or deficiencies affect the services provided by the Hotel, the Hotel shall endeavour to remedy this upon immediate complaint by the Customer. Regardless of clause 7 and of section 701 ff. BGB, the Hotel shall only be liable in case of malicious intent or gross negligence by a legal representative of the hotel company or by the senior managers of the hotel. Safekeeping of items requires express agreement. The Customer is only permitted to offset, withhold or reduce payment in the case of undisputed or legally enforceable claims. The amount of any liability on the part of the hotel – apart from section 701 ff. BGB – shall be limited to the amount of the

agreed rental price. The period of limitation for all claims on the part of the Customer shall be six months, calculated from the end of the contract. This limitation of liability and short limitation period shall apply in favour of the Hotel even in the case of a breach of obligations during contract negotiation, positive breach of contract, or actions in tort.

10. In the event of force majeure (fire, strike action, or similar) or other disruptions for which the Hotel cannot be held responsible, or circumstances adversely affecting Heidehof and especially those beyond the control of the Hotel, the Hotel retains the right to withdraw from the contract without entitling the customer to a claim, for example for damages.

11. The Customer shall be liable to the Hotel in the case of damages or losses arising during the contract period, unless the Hotel is responsible for the damages, or these were caused by a third party and the third party pays the damages due from the Customer.

12. The written consent of the Hotel is required to affix decorations or similar, and to make use of spaces outside of the premises rented, e.g. for exhibition purposes. This may be made conditional on payment of an additional fee. These decorations and any other items brought in by the Customer must conform to local fire and other regulations. If these are not removed immediately, or at the latest within 12 hours of the end of the event, the Hotel shall store these and an appropriate fee shall be owed by the Customer, amounting at least to the rental cost for the room used for storage. The Hotel may dispose of any waste left by the Customer at the Customer's expense.

13. The Customer is obliged to obtain any official permits required for the event in good time and at their own expense. It is the Customer's responsibility to adhere to all governmental and legal requirements and any other regulations. The Customer must pay directly to the creditor any third-party fees for the event, especially GEMA fees, entertainment tax, etc.

14. If the Hotel provides the Customer with technical or other equipment from third parties, it shall act in the Customer's name and at the Customer's expense. The Customer shall be liable for the careful handling and proper return of the equipment, and shall release the Hotel from any third-party claims arising from the provision of this equipment.

15. The Customer may not bring food or drink to any event. In exceptional cases (e.g. national cuisines) a written agreement may be reached. As a minimum, a service fee/corkage shall be charged.

16. The Customer undertakes to inform the Hotel immediately and without being asked to do so, at the latest when the contract is concluded, if the service provision and/or event is likely to attract public interest or to negatively affect the Hotel's interests, whether because of its political, religious or other nature. The Hotel's written consent is always required for newspaper adverts and other publications and advertising measures that identify the hotel and/or contain, for example, invitations to job interviews or sales events. If the Customer breaches this duty of disclosure, or if an item is published without this consent, the Hotel has the right to cancel the event. In this case, clause 4 of the General Terms and Conditions (Payment of rent and appropriate compensation) shall apply, as shall the appendix to these Terms and Conditions.

17. Any rooms booked shall be available to the Customer from 4:00 p.m. onwards. They must be vacated at the latest by 12:00 noon on the day of departure. Unless a later time of arrival is expressly agreed, the Hotel has the right to rent the booked room to another party from 6:00 p.m. onwards, without entitling the Customer to any claims for compensation from this. The customer has no right to the provision of specific rooms or spaces. If these are promised in the order confirmation but are not available, the Hotel must endeavour to provide a replacement of equal value, either on the premises or elsewhere.

18. Invoices that are not due on a specific calendar date must be paid within eight days of the invoice date, without deductions; the Customer shall be in default on receipt of the first overdue notice. From the date of default, interest shall be paid on the invoice at a rate of 4% above the Bundesbank discount rate, unless the Hotel proves a higher amount of default damages or the Customer a lower one. A reminder fee of €5.00 shall be owed for every overdue notice after the date of default.

19. The place of fulfilment for both sides shall be the location of the Hotel. German law shall apply.

20. Agreements or ancillary agreements deviating from this contract must be in writing in order to be valid. If individual provisions of the contract – including these Terms and Conditions – are ineffective, this shall not affect the effectiveness of the remaining provisions. The ineffective provisions must immediately be replaced with effective provisions which most closely approximate the ineffective ones in meaning.