

Terms and Conditions of Service HOSTA Hotel management GmbH

As of March 2018

General conditions for the Hotel admission and contract for events

1. Field of application

- 1.1. These terms and conditions apply to contracts for the renting of
 - Hotel rooms for accommodation (hotel accommodation contract) as well as all other services and deliveries of HOSTA Hotel management GmbH as operator of the hotel (hereinafter referred to as "Hotel") provided to the customer in this context. The term "hotel accommodation contract" includes and replaces the following terms: accommodation contract, guest reception conditions, hotel conditions and hotel room contracts ;
 - Conference, banquet and function rooms of the hotel for events such as banquets, seminars, meetings, exhibitions, presentations etc. (event contract) as well as all related services and deliveries of the hotel.
- 1.2. General terms and conditions of the customer are only applicable if this has been expressly agreed in writing prior to the conclusion of the contract.
- 1.3. Customer in terms of these terms and conditions are both consumers and entrepreneurs in the sense of § 13, § 14 of the German Civil Code.

2. Conclusion of contract, parties, statute of limitations

- 2.1. The contract is concluded by the acceptance of the customer's request by the hotel. If the hotel makes a binding offer to the customer, the contract is concluded by the acceptance of this offer by the customer. The hotel is free to confirm the room reservation or the booking of the event in text form.
- 2.2. Contractual partners are the hotel and the customer. If a third party has ordered for the customer or the order for a third party (for example, organizer), the third party is liable to the hotel together with the customer as joint debtor for all obligations under the contract, if the hotel has a corresponding declaration of the third party.
- 2.3. All claims against the hotel expire in principle one year from the beginning of the limitation period according to § 199 paragraph 1 of the German Civil Code. However, claims for damages against the hotel become statute-barred in three years depending on the knowledge and independent of the cause in ten years from the event causing the damage. The shortening of limitation periods does not apply to
 - Claims for injury to life, body or health and at
 - Claims based on intent or gross negligence of the hotel, its legal representatives or its vicarious agents.

For negligently caused property and pecuniary losses, the shortened limitation periods shall not apply in the event of a breach of a material contractual obligation. Significant contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely.

3. Services, prices, payments, offsetting

- 3.1. The hotel is obliged to keep the rooms, rooms and areas reserved by the customer available and to provide the agreed services.
- 3.2. The customer is obligated to pay the agreed or usual prices of the hotel for the provision of rooms, rooms and areas and for the other services used by him. This also applies to services ordered by the customer directly or via the hotel, which are provided by third parties and provided by the hotel.
- 3.3. The subletting or re-letting of the rooms, rooms and areas,

the use of the hotel rooms for other than accommodation purposes as well as the invitation to interviews, sales or similar events require the prior written consent of the hotel in writing. A termination of the contract according to § 540 paragraph 1 sentence 2 of the German Civil Code is excluded.

- 3.4. The agreed prices include the taxes and duties applicable at the time the contract was concluded. The price does not include local taxes, which are owed by the guest according to the respective municipal law, in particular the culture tax levied by the city of Cologne for paid private overnight stays. In the event of a change in the legal value added tax or the new introduction, modification or abolition of local taxes on the subject of performance after the conclusion of the contract, the prices will be adjusted accordingly; For contracts with consumers, this only applies if the period between the conclusion of the contract and the performance of the contract exceeds four months.
 - 3.5. The hotel may make its consent to a subsequent reduction of the number of booked rooms, rooms or areas, the agreed services of the hotel or the length of stay requested by the customer depending on the price of the rooms, rooms and areas and / or for the other services of the hotel increased.
 - 3.6. Invoices of the hotel without a due date are payable within 10 days from receipt of the invoice without deduction. The hotel is entitled to make any accrued claims due at any time and to demand immediate payment. In the event of late payment, the hotel is entitled to demand the applicable statutory default interest of currently 9 percentage points or, in the case of transactions in which a consumer is involved, currently 5 percentage points above the base rate pursuant to § 247 of the German Civil Code. In addition, the hotel may charge a fee of € 5.00 per reminder in case of default. The hotel reserves the right to prove and assert a higher damage.
 - 3.7. The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract. The amount of the advance payment and payment dates can be agreed in text form in the contract. For prepayments or security for package tours, the statutory provisions remain unaffected.
 - 3.8. In justified cases, e.g. in the event of customer default or extension of the scope of the contract, the hotel is entitled to demand an advance payment or security deposit in accordance with section 3.7 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
 - 3.9. The hotel shall continue to be entitled to demand from the customer, at the beginning and during the stay, a reasonable advance payment or security deposit in the sense of clause 3.7, unless such payment has already been made in accordance with clause 3.7 and / or clause 3.8.
 - 3.10. Against a claim from the hotel, the customer and a third party within the meaning of clause 2.2 can only offset with undisputed or legally established claims.
- ### 4. Cancellation of the customer, cancellation, cancellation, non-use of the services of the hotel
- 4.1. A resignation of the customer from the contract concluded with the hotel is only possible if a right of withdrawal has been expressly agreed in the contract or a legal right of withdrawal exists. The agreement of a right of withdrawal should be made in text form. The same applies to a possible mutual termination of contract.
 - 4.2. If an appointment for free withdrawal from the contract has

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been agreed between the hotel and the customer, the customer may withdraw from the contract until then, without triggering payment or damage claims of the hotel. The right of withdrawal of the customer expires if he does not exercise this until the agreed appointment date against the hotel.

- 4.3. If a right of withdrawal has not been agreed or has already expired and there is no legal right of withdrawal or termination and there is no agreement to cancel the contract, the hotel reserves the right to the agreed remuneration even if the customer booked the rooms, rooms or areas and / or hotel services. The hotel has to take into account income from other rental of booked rooms, rooms and space as well as the saved expenses. If the booked rooms, rooms and areas are not otherwise rented, the hotel may charge the deduction for expenses saved as follows:

Hotel accommodation contract: The customer is obligated to pay 90% of the contractually agreed price for overnight stays with or without breakfast as well as for package arrangements with third-party services as well as 70% for half-board and 60% for full-board arrangements.

Event contract: If the customer declares that he / she does not want to make the booked event between the 8th and the 4th week before the event, the hotel is entitled to charge 35% of the lost food turnover in addition to the agreed rental price for rooms and areas; in case of later declaration of the customer 70% of lost food turnover. The food turnover results from the agreed menu price multiplied by the number of participants. If no price has yet been agreed for the menu, the cheapest 3-course menu will be used as the basis of the event offer valid on the date of the event. If a conference fee has been agreed per participant, the hotel is only entitled to charge 60% of the conference fee multiplied by the number of participants in case of a cancellation of the customer between the 8th and the 4th week before the event date.

The customer is always free to prove that the claim for compensation has not arisen or not in the required amount.

5. Resignation of the hotel

- 5.1. If a free right of withdrawal of the customer has been agreed, the hotel is also entitled to withdraw from the contract until the agreed date, if inquiries from other customers to the contractually booked rooms, rooms or areas and the customer on consultation of the hotel not within two weeks renounced his right to resign.
- 5.2. If a pre-payment or security deposit agreed or demanded pursuant to Numbers 3.7 and / or 3.8 is not made even after the expiry of a reasonable period of grace set by the Hotel, the Hotel is also entitled to withdraw from the contract.
- 5.3. Furthermore, the hotel is entitled to withdraw from the contract if
- force majeure or other circumstances beyond the hotel's control make fulfillment of the contract impossible;
 - the contract on the part of the customer culpably came about under misleading or false information of essential contractual circumstances. Contractual circumstances are e.g. the identity or the credit rating of the customer, the guest or the third party within the meaning of section 2.2 as well as the purpose of the stay or the event;
 - the hotel has justified cause to believe that the use of the hotel services may jeopardize the smooth operation, security or reputation of the hotel in public without this being attributable to the hotel's sphere of control or

organization;

- the purpose or occasion of the stay or event is unlawful;
- there is a violation of section 3.3.

- 5.4. The justified resignation of the hotel does not constitute a claim of the customer for damages.

6. Liability of the hotel

- 6.1. In the case of damage caused, the hotel is liable for intent and gross negligence - including its vicarious agents - in accordance with the statutory provisions. The same applies to negligently caused damage resulting from injury to life, limb or health. In the event of negligence caused property and financial loss, the hotel and its vicarious agents are liable only in the event of a breach of a material contractual obligation, but limited in amount to the foreseeable at the time of conclusion of contract and typical damages; Essential contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely. In the event of any disruption or defect in the services provided by the hotel, the hotel will make every effort to remedy the situation, if the customer knows or is promptly notified. The customer is obliged to contribute to what is reasonable in order to remedy the disturbance and minimize possible damage.
- 6.2. For the guest's belongings the legal regulations of § 701 to § 704 of the German Civil Code apply. The hotel is then liable to an amount equal to one hundred times the accommodation price for one day, but at least up to the amount of € 600.00 and at most up to the amount of € 3,500.00. For money, securities and valuables, the amount of € 3,500.00 will be replaced by the amount of € 800.00. If the guest wishes to contribute money, securities or valuables with a value of more than € 800.00 or other items with a value of more than € 3,500.00, this requires a separate retention agreement with the hotel. A deposit in the hotel safe and the use of the in-room safe are generally recommended. For further liability of the hotel, the regulation in section 6.1 applies.
- 6.3. If the customer is provided with a parking space in the hotel garage or on the hotel car park, also for a fee, no custody agreement is concluded. In the event of loss or damage to vehicles parked or shunted on the hotel property and their contents, the hotel is only liable in accordance with Section 6.1. Incidentally, the setting conditions for parking garages and hotel parking spaces of the hotel apply.

7. Special provisions for Hotel Accommodation Contract

- 7.1. The customer does not acquire the right to the provision of certain rooms, unless this has been expressly agreed in text form.
- 7.2. Booked rooms are available to the customer from 15:00 on the agreed arrival day. The customer has no right to earlier availability.
- 7.3. On the agreed departure day, the rooms are to be vacated at the latest by 12 noon. Thereafter, due to the delayed eviction of the rooms for the contractually exceeding use, the hotel may demand from the customer until 18:00 o'clock 50% of the daily logistic price valid on the agreed departure day, then from 18.00 o'clock then 100%. Contractual claims of the customer are not justified by this. He is free to prove that the hotel has no or a significantly lower entitlement to user fees incurred. In addition, the hotel reserves the right to prove and assert a higher damage.
- 7.4. Wake-up calls are made by the hotel with the utmost care. Messages, mail and merchandise for guests are treated

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with care. The hotel will take over the delivery and storage (in each case in the hotel) and - on request - against The hotel is liable in accordance with section 6.1.

8. Special provisions for event contracts

8.1. Changes in the number of participants and the time of the event

8.1.1. A change in the number of participants by more than 5% must be communicated to the hotel no later than 5 working days before the start of the event; it requires the consent of the hotel in text form.

8.1.2. A reduction of the number of participants by the customer by a maximum of 5% is recognized by the hotel in the settlement. For deviations beyond that, the originally agreed number of participants minus 5% is taken as the basis. The customer has the right to reduce the agreed price by the amount of expenses saved by him due to the smaller number of participants.

8.1.3. In case of a deviation upwards, the actual number of participants will be calculated.

8.1.4. If the number of participants deviates by more than 10%, the hotel is entitled to redefine the agreed prices and to change the confirmed rooms, unless this is unreasonable for the customer in individual cases.

8.1.5. If the agreed start or end times of the event are shifted and the hotel agrees to these deviations, the hotel may reasonably charge for its additional willingness to perform, unless the hotel is at fault.

8.2. Bringing own food and drinks

Food and drinks may not be brought, unless this has previously been agreed in text form with the hotel. In this case, the hotel is entitled to charge a reasonable fee to cover the overheads.

8.3. Technical equipment and connections:

8.3.1. Insofar as the hotel procures technical or other equipment or equipment from third parties for the customer at the request of the hotel, it acts on behalf, on behalf of and for the account of the customer. The customer is responsible for the careful treatment and proper return. He / she indemnifies the hotel against all third-party claims arising out of the provision of this facility or equipment.

8.3.2. The use of the customer's or organizer's own electrical systems using the hotel's electricity network requires prior written approval. Disruptions or damage to the hotel's technical equipment caused by the use of these devices will be charged to the customer, unless the hotel is responsible for them. The electricity costs arising from the use may be charged and calculated by the hotel.

8.3.3. The customer is entitled with the prior consent of the hotel in writing to use their own telephone, fax and data transmission facilities. For this, the hotel can charge a reasonable connection fee.

8.3.4. If suitable facilities / equipment of the hotel remain unused due to the connection of the customer's own facilities, an appropriate compensation for losses may be charged.

8.3.5. Disruptions to technical or other facilities provided by the hotel will be rectified immediately if possible. Payments can not be withheld or reduced, as far as the hotel is not responsible for these disturbances.

8.4. Loss or damage of things brought to the hotel:

8.4.1. Accompanying exhibition or other (including personal) items are at the risk of the customer in the event rooms or in the hotel. The customer is not granted key power. The hotel assumes no liability for loss, destruction or damage, except in cases of gross negligence or intent of the hotel. Exceptions to this are damages resulting from

injury to life, limb or health. In addition, all cases in which the custody under the circumstances of the individual case represents a contract-typical obligation (on which the customer may rely under the contract) are excluded from this indemnification. Your own decorative material must comply fully with the fire protection requirements. The hotel is entitled to demand official proof of this in advance. If such proof is not provided on time, the hotel is entitled to remove material already brought in at the expense of the customer. Due to possible damages, the installation and attachment of objects must be agreed with the hotel beforehand in each case.

8.4.2. Bringing exhibited or other objects are to be removed immediately after the end of the event. If the customer fails to do so, the hotel may carry out the removal and storage at the expense of the customer. If the objects remain in the event room contrary to the contract, the hotel may charge a reasonable compensation for use for the duration of the stay. The customer is free to prove that the above claim has not occurred or not in the amount claimed. In addition, the hotel reserves the right to prove and assert a higher damage.

8.5. Liability of the customer for damages:

8.5.1. The customer is liable for all damage to the building or the hotel caused by event participants or visitors, employees, other third parties from his area or himself. Insofar as the customer is an entrepreneur, he is liable regardless of a proof of fault by the hotel; a consumer is only liable in the event of negligence.

8.5.2. The hotel may at any time require the customer to provide adequate security (e.g. insurance, deposits, guarantees, etc.).

9. Final provisions:

9.1. Changes or additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral changes or additions by the customer are invalid.

9.2. Place of fulfillment and payment as well as exclusive place of jurisdiction - also for check and change disputes - is, as far as the customer is a merchant, Cologne. If a contracting party fulfills the requirements of § 38 (2) of the German Civil Procedure

9.3. and has no general place of jurisdiction in Germany, the place of jurisdiction is Cologne.

9.4. German law applies. The application of the UN sales law and conflict of laws is excluded.

9.5. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.

Setting conditions for Parking garages and hotel parking

1. Rental contract

1.1. By accepting the parking ticket and / or entering the parking garage or the hotel parking lot (hereinafter referred to as "parking area"), a rental agreement is concluded between HOSTA Hotel management GmbH (hereinafter: "Hotel") and the renter regarding the length of parking required by the renter within the opening hours according to these conditions.

1.2. The hotel owes neither guard nor safekeeping and takes no care or special care obligations for the things brought in by the renter.

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2. Use of provisions

- 2.1. Staying in the parking area is only permitted for the purpose of hiring, loading, unloading and picking up ready-to-use vehicles that are approved for use on public roads.
- 2.2. The renter is obliged to comply with the care required in traffic. In particular, the special traffic rules and safety regulations applied in the parking area must be adhered to. Instructions of the hotel staff, which serve the security or the house right, are always to be followed immediately. Incidentally, the provisions of the road traffic regulations apply accordingly.
Vehicles may only be parked within the marked parking spaces, but not on the parking spaces that are reserved by signs for permanent users. The hotel is entitled to move incorrectly parked vehicles by appropriate measures at the expense of the renter or have them moved.
- 2.3. The hotel is entitled to remove the renter's vehicle from the parking area in case of imminent danger.
- 2.4. Each renter is advised to always close his vehicle carefully after leaving and not to leave any valuables behind.
- 2.5. The opening hours can be found in the corresponding notices.

3. Safety and regulatory requirements:

In the parking area may only be driven at walking pace.
Not allowed in this area are:

- smoking and the use of fire,
- the storage of operating materials, fuel containers and flammable objects,
- the unnecessary running of motors,
- the parking of vehicles with leaking tank or carburetor,
- refueling, repairing, washing, cleaning the interior of vehicles,
- the discharge of cooling water, supplies or oils and
- distributing promotional material.

4. Fee / parking time

- 4.1. The amount of the parking fee to be paid and the permissible parking duration are shown in the attached, valid price list.
- 4.2. The maximum parking period is one month, unless a special agreement is made in individual cases.
- 4.3. After expiry of the maximum parking period, the hotel is entitled to have the vehicle removed at the expense of the renter from the parking area, provided prior written notice of the renter or the vehicle owner under a deadline of at least two weeks and has remained fruitless or the value of the vehicle due Rental obviously does not exceed. The hotel is entitled to a fee corresponding to the price list until the vehicle is removed.
- 4.4. If the parking ticket is lost, a fee of one daily rate is due, unless the renter has a shorter or the hotel has a longer parking time.
- 4.5. The hotel may check the authorization to pick up and use the vehicle. The proof is e.g. carried out by the presentation of the parking ticket; the renter can provide another proof.
- 4.6. If the renter uses more than one parking space with his vehicle, the hotel is entitled to charge the full parking fee for the number of parking spaces actually used.

5. Liability of the hotel

- 5.1. The hotel is only liable for damages demonstrably caused by him or his vicarious agents intentionally or through gross negligence. This limitation of liability does not apply

in the event of injury to life, limb or health or in the event of a breach of material contractual obligations.

- 5.2. The renter is obliged to inform the hotel of any damage to his vehicle without delay.
- 5.3. The hotel excludes any liability for damages caused by other renters or other third parties. This applies in particular to damage, destruction or theft of the adjusted vehicle, moving / installed objects from the vehicle and objects attached to or on the vehicle.
- 5.4. If the renter is a hotel guest and the hotel takes over the parking on or off the vehicle at the request of the renter, this is a courtesy of the hotel to the guest, which does not constitute a custody agreement and monitoring obligation. Damage caused to other vehicles or property must be regulated by the motor vehicle liability insurance of the renter / vehicle owner. The hotel and the driver employed by the hotel are not liable for any damages directly to the renter's vehicle and for any financial disadvantages in connection with the regulation of damage to other vehicles or property through the renter / vehicle owner's motor liability insurance (deductibles, premium increases, etc...), unless the driver employed by the hotel caused the damage intentionally or through gross negligence.

6. Liability of the renter

- 6.1. The renter is liable for damages inflicted on the hotel by himself or his vicarious agents, his agents or accompanying persons. He is obliged to report such damage to the hotel without being asked before leaving the parking area.
- 6.2. The renter has to remove any trash or residual waste caused by himself immediately. If he does not fulfill this obligation or insufficiently, he has to answer for the costs of the cleaning.

7. Pledge / retention / recovery

- 7.1. The hotel is entitled to a right of retention and a legal lien on the renter's vehicle due to its claims arising from the rental agreement.
- 7.2. The Hotel shall be entitled to remove and / or recycle unregistered vehicles or trailers if previously notified to the Lessee and the Vehicle Holder and have failed to comply with the request to remove the Vehicle within a reasonable period of time set by the Hotel. Such an announcement and solicitation is not required if neither renters nor vehicle owners could be identified. The vehicle owner is entitled to any proceeds of sale less the costs incurred and the parking fee incurred up to the time the vehicle was removed.
- 7.3. Without prejudice to the rights in Section 7.1 and Section 7.2, the renter is liable to the hotel for all costs incurred.