

## HOTEL EDEN SPIEZ AG, SPIEZ (CHE-105.796.157) GENERAL TERMS AND CONDITIONS FOR EVENTS

### I. Subject matter and scope of application

1. These Terms and Conditions apply to the temporary renting of conference, banquet and event rooms of the Hotel in order to hold events such as conferences, banquets, seminars, symposia and other events as well as to all other related services and supplies of the Hotel, in particular also to room reservations.
2. Deviating provisions, also where these are contained in the general business conditions of the contracting partner, shall not apply unless these are expressly accepted in writing by the Hotel.
3. The Terms and Conditions apply as an inherent part of the event agreement concluded between the Hotel and the contractual partner. The contractual partner expressly accepted the Terms and Conditions upon written acceptance of the offer submitted by the Hotel.

### II. Conclusion of contract

1. The event agreement (hereinafter: "Agreement") shall materialise through the written acceptance of the offer submitted by Hotel Eden Spiez AG with its registered office in Spiez (hereinafter: "Hotel") by the customer. If the customer concludes the Agreement in the name of a third party, the contractual partner of the Hotel will be the third party and not the customer; the customer must particularly draw the attention of the Hotel to this in due time before conclusion of contract and inform the Hotel of the name and address of the actual contractual partner.
2. If it is possible to recognise that the customer is concluding the Agreement in the name of the third party or if the third party has engaged a commercial agent or organiser for contractual implementation, the customer, agent or organiser shall be jointly and severally liable with the third party for all obligations arising under the Agreement. Notwithstanding this, the customer is obliged to forward all information related to the reservation, particularly these General Terms and Conditions, to the third party.
3. The subletting or re-letting of the rented rooms, areas or showcases as well as the invitation, sales event or similar events require the prior written approval of the Hotel.

### III. Services, prices and payment

1. The Hotel is obliged to provide the ordered and agreed services in accordance with these Terms and Conditions.
2. The contractual partner is obliged to pay the prices of the Hotel agreed for these services. This also applies to the services and expenses of the Hotel vis-à-vis third parties in connection with the event insofar as the expenses and services were contractually agreed or approved for payment by the contractual partner. In addition, the contractual partner shall be liable for the payment of all food and drink ordered by event participants as well as other costs caused by event participants.
3. The agreed prices include the respective statutory value-added tax. If the period between conclusion of contract and performance of the contract exceeds four months and the price generally charged by the Hotel for such services increases, it may increase the contractually agreed price by a reasonable amount, however by 10% at the maximum.
4. All prices are in Swiss francs (CHF) subject to a prior written agreement. The parties may agree a different currency in advance in writing. The daily rate for forward transactions of a Swiss bank on the invoicing date is relevant for conversion.

5. Payment shall be due without any deduction within 15 days after invoicing. The contractual partner shall automatically be in default without any reminder being sent if he fails to make payment within 30 days after the due date and receipt of an invoice. In case of payment default, the Hotel is entitled to charge default interest of 5% to private individuals. In business dealings the default interest rate is 8%. The Hotel reserves the right to claim greater damage. For each reminder sent after the occurrence of default, the Hotel may charge a reminder fee of CHF 10.00. If a reminder was unsuccessful, the Hotel may assign the claim to third parties. Should the contractual partner fall into arrears with payments, this shall cause all the claims of the Hotel vis-à-vis the contractual partner to become immediately due for payment.
6. The Hotel is also entitled at any time to declare claims that have accrued during the event as immediately payable by issuing an interim invoice and demand immediate payment.
7. The set-off of any counterclaims with claims of the Hotel is excluded. Payments shall be made irrespective of any complaints about deficiencies. It is not permitted to withhold payments.
8. The Hotel is entitled to demand an advance payment of 25%-100% of the expected total costs from the customer upon signing the order confirmation or by agreement.
9. The Hotel does not send any invoices abroad. Where customers have their registered office/place of residence abroad, up to 100% of the expected sales is invoiced as an advance payment.

### IV. Withdrawal of the contractual partner, cancellation

1. The Hotel grants the contractual partner a right to withdraw at any time. The conditions set out below apply in this case:
  - a) In the event of the withdrawal of the contractual partner from the reservation, the Hotel is entitled to reasonable compensation.
  - b) The Hotel has the option of claiming a flat charge for withdrawal from the contractual partner instead of specifically calculated compensation. In the event of withdrawal up to 60 days before the event, the flat charge for withdrawal is 50% of the contractually agreed amount for the event, in particular for the letting of hotel areas, hotel rooms and the provision of food and drink. In the event of withdrawal less than 60 days before the event, the flat charge for withdrawal is 80% of the contractually agreed amount for the event, in particular for the letting of hotel areas, hotel rooms and the provision of food and drink. The contractually agreed amount is calculated based on the number of agreed participants. If an amount had not yet been contractually agreed for food and drink, the lowest price for a three-course meal of the respectively applicable offer for the event shall be taken as a basis for the flat charge. The contractual partner is free to furnish proof that the Hotel did not suffer any damage or the damage suffered by the Hotel is lower than the flat rate demanded for compensation.
  - c) If the Hotel specifically calculates the compensation, the amount of compensation shall amount at the maximum to the contractually agreed price for the services to be provided by the Hotel, less the expenses saved by the Hotel and the amount accruing to the Hotel through other use of the hotel services.
2. The above regulations on compensation shall apply accordingly if the contractual partner fails to use the services booked without informing the Hotel thereof in due time.
3. If the Hotel has granted the contractual partner the option of withdrawing from the Agreement within a specific period without any further legal consequences, the Hotel has no right to compensation. Receipt of the declaration of withdrawal by the Hotel is relevant for determining whether it is in due time. The contractual partner must declare his withdrawal in writing.

#### V. Withdrawal by the Hotel

1. If the contractual partner was granted a gratuitous right of withdrawal under No. IV paragraph 3, the Hotel is likewise entitled to withdraw from the Agreement within the agreed period if it has received requests for the reserved rooms and event areas from other guests and customers and the contractual partner does not finally confirm the reservation upon request by the Hotel.
2. If an advance payment or security agreed under No. III paragraph 8 is not made or furnished within the period set for this, the Hotel is likewise entitled to withdraw from the Agreement.
3. Furthermore, the Hotel is entitled to withdraw from the Agreement for good cause, particularly if:
  - force majeure or other circumstances beyond the control of the Hotel make the performance of the Agreement impossible;
  - events are booked by giving misleading or incorrect information on important facts, e.g. on the organiser or purpose;
  - the Hotel has justified cause to assume that the event can endanger the smooth running of business operations, the safety or the reputation of the Hotel in public without this being attributable to the area of control and responsibility of the Hotel;
  - the premises have been sublet or re-let within the meaning of No. II paragraph 3 without authorisation;
  - the Hotel gains knowledge of circumstances indicating that the financial situation of the contractual partner significantly deteriorated after conclusion of contract, particularly if the contractual partner fails to pay receivables of the Hotel that are due or fails to offer sufficient security and thus the payment claims of the Hotel appear to be endangered;
  - the contractual partner has become insolvent, namely if he has become bankrupt or an attachment cannot be enforced, court or out-of-court proceedings serving debt settlement have been instigated or payments have been stopped.
4. The Hotel must inform the contractual partner of the exercise of its right of withdrawal without delay in writing.
5. In the cases of withdrawal named above, the contractual partner has no claim to damages or any other compensation.

#### VI. Arrival and departure

1. The contractual partner shall not acquire any right to specific rooms being made available, unless the Hotel confirms the availability of specific rooms in writing.
2. Reserved rooms shall be available to the contractual partner from 3 p.m. on the agreed day of arrival. He has no right to the availability of such rooms earlier, unless he has agreed this in writing with the Hotel.
3. On the agreed day of departure, the rooms shall be vacated and made available to the Hotel by 11 a.m. at the latest. Thereafter, in addition to the damage suffered by it, the Hotel may charge the day room price for the additional use of the room until 6 p.m. and 100% of the full valid cost of accommodation from 6 p.m. The contractual partner is free to furnish proof to the Hotel that the Hotel suffered no damage or much less damage.

#### VII. Changes to the number of participants and the time of the event

1. The contractual partner is obliged to inform the Hotel of the expected number of participants when making a reservation. The Hotel must be informed of the final number of participants no later than four workdays before the date of the event in writing in order to ensure that careful preparation is possible. Any change in the number of participants by more than 5% requires the approval of the Hotel.
2. For its services, which the Hotel calculates on the basis of the number of persons registered (e.g. hotel rooms, food and drink), the actual number of persons is calculated if there is any increase in the number of registered and contractually agreed participants. In case the contractually agreed number of participants is reduced by more than 5%, the Hotel is entitled to charge the contractually agreed number of participants less 5%.

3. If the number of participants is reduced by more than 10%, the Hotel is entitled to increase the agreed prices by a reasonable amount and swap the confirmed rooms, unless this cannot be reasonably expected of the contractual partner. The Hotel may change the prices if the contractual partner requests changes to be subsequently made to the number of participants, the services provided by the Hotel or the duration of the event and the Hotel agrees to this. If a delimitable part of a booked event is not used, the Hotel may demand reasonable compensation for the part not used in accordance with the provisions under No. IV paragraph 1 a) to c).
4. If the agreed start and end times of the event change without the prior written approval of the Hotel, the Hotel may invoice additional costs for holding staff and equipment available, unless the Hotel is responsible for the change in times.
5. For events lasting longer than 11 p.m., the Hotel may charge staff costs based on an itemised bill from this time onwards, unless otherwise agreed.
6. Overrunning the event into the evening is possible only after prior agreement with the Hotel. If the period reserved for the event goes on until after the legal hours (closing time), the customer must contact the Hotel up until 5 workdays before the occasion so that the required approvals can be obtained and organisational measures can be taken.

#### VIII. Taking along food and drink

The contractual partner may only take along food and drink to events based on a written agreement with the Hotel. In these cases the Hotel may demand a service fee to cover its overheads.

#### IX. Handling of the event

1. Insofar as the Hotel obtains technical and other facilities from third parties on behalf of the contractual partner upon his request, it acts in the name, with the authority and for the account of the contractual partner. The contractual partner shall be liable for careful treatment and the due return of such facilities. He shall indemnify the Hotel from any claims asserted by third parties based on the provision of these facilities.
2. The use of the customer's or organiser's own electrical equipment and devices using the power supply of the Hotel requires its prior written consent. Any disruptions or damage caused to the technical equipment of the Hotel through the use of these equipment and devices shall be for the account of the contractual partner provided this cannot be attributed to the Hotel. The Hotel may calculate and charge a flat rate for electricity costs caused through such use.
3. The contractual partner is entitled to use his own telephone, fax and data transmission facilities with the consent of the Hotel. The Hotel may charge connection and communication fees for this. If the Hotel's equipment remains unused on account of the contractual partner's use of his own equipment, the Hotel may charge a fee for non-use.
4. The Hotel shall make every effort to rectify malfunctions in technical or other facilities provided by the Hotel without delay as soon as these are reported by the contractual partner. Payments may not be withheld or reduced if the Hotel is not responsible for these malfunctions.
5. The contractual partner must procure all the official permits at his own expense which may be required in order to hold the event. He is responsible for compliance with these approvals and all other regulations under public law in connection with the event.
6. The contractual partner must attend to the formalities and settle fees necessary for music performances arranged himself and acoustic irradiation with the institutions responsible (e.g. SUISA).
7. The contractual partner may only use the name and trademark of the Hotel when advertising his event after prior agreement with the Hotel.

**X. Items taken onto the premises**

1. The contractual partner bears the risk in the event rooms or on the hotel premises for exhibits or other, also personal items taken along. The Hotel assumes no liability for the loss or destruction of or damage to these items except in the event of the gross negligence or intent of the Hotel.
2. Decoration material taken on to the Hotel premises must comply with fire regulations. The Hotel is entitled to demand official proof thereof. On account of the damage that may be caused, the putting up and affixing of items must be agreed in advance with the Hotel.
3. Exhibits or other items taken along must be removed without delay after the end of the event. The Hotel may have any items left behind removed and stored at the expense of the contractual partner. If removal would involve an excessive amount of effort, the Hotel may leave the items in the event room and charge the rent for the room for the period in which these items remain there. The contractual partner is reserved the right to furnish proof of less damage and the Hotel of greater damage.
4. The contractual partner must dispose of packaging material (boxes, cases, plastic etc.) arising in connection with the provision of supplies for the event by the contractual partner or third parties before or after the event. Should the organiser leave packaging material behind in the Hotel, the Hotel is entitled to dispose of such material at the expense of the contractual partner.

**XI. Liability of the contractual partner**

1. The contractual partner is liable for all damage caused to buildings and fixtures and fittings by participants or visitors of the event, employees, other third parties attributable to him or by the contractual partner himself or his legal representatives.
2. The Hotel may demand that reasonable security is furnished (e.g. insurance, deposits, guarantees) in order to cover itself in the event of any damage.

**XII. Liability of the Hotel, limitation period**

1. Should disruptions or deficiencies occur in the services of the Hotel, the Hotel will endeavour to rectify the matter as soon as these are reported by the contractual partner. If the contractual partner culpably fails to notify the Hotel of a defect, no claim shall arise to a reduction in the contractually agreed price.
2. The Hotel shall be liable in accordance with legal provisions for all damage arising from injury to life, limb or health and in the event of the assumption of a guarantee by the Hotel and in case of fraudulently concealed defects.
3. For all other damage not covered by No. XII paragraph 2 which was caused by the slightly negligent conduct of the Hotel, its legal representatives or its vicarious agents, the Hotel shall be liable only if this damage is attributable to the breach of an essential contractual duty in a manner that jeopardises the purpose of the Agreement. In these cases liability is limited to the foreseeable damage typical for the Agreement.
4. The above limitations of liability apply to all claims for damages irrespective of their legal ground including claims based on tortious acts. The above limitations and exclusions of liability shall also apply in the event of any claims for damages asserted by a contractual partner against the employees or vicarious agents of the Hotel.

5. If overnight stays are booked, the Hotel shall be liable in accordance with legal provisions, i.e. up to an amount of CHF 1,000.00, for items taken onto the Hotel premises by the persons staying overnight provided the Hotel is not responsible in this connection. If valuable items (jewellery etc.), cash or securities are not provided to the Hotel for safekeeping, the Hotel shall only be liable in the event of intent or gross negligence. Liability shall be limited to a maximum amount of CHF 5,000.00 in each case; this also applies to hotel room safes. The Hotel recommends that cash and valuable items are kept in the safe at the hotel reception. The claims of the contractual partner lapse if he fails to immediately report the loss to the Hotel after discovery thereof.
6. If the contractual partner is given a parking space in the hotel garage or in a hotel car park, also at a charge, this shall not create a deposit agreement. The Hotel is not obliged to ensure surveillance of the property. In the event of the loss of or damage to motor vehicles parked or moved on the hotel premises and their contents, the Hotel shall not be liable, unless the Hotel acted with intent or gross negligence. This also applies to vicarious agents of the Hotel. The damage must be asserted vis-à-vis the Hotel at the latest upon leaving the hotel premises.
7. Wake-up calls shall be carried out by the Hotel with the greatest care. Any claims for damages, except for gross negligence or intent, are excluded.
8. Messages, post and deliveries of goods for the contractual partner and participants of the event shall be treated with care. The Hotel shall ensure delivery, storage and – upon request and for a fee – forwarding of such items, and upon inquiry, also items that are found. Claims for damages, except for gross negligence and intent, are excluded.
9. The Hotel stores found items for 6 months.
10. The statutory limitation periods apply. If these can be changed, an absolute limitation period of 6 months after departure applies for claims for damages.

**XIII. Final provisions**

1. Amendments or supplements to the Agreement, the acceptance of applications or these Terms and Conditions for Events must be made in writing. Verbal agreements must be confirmed in writing. Unilateral amendments or supplements by the contractual partner are invalid.
2. Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, this shall not affect the validity of the remaining provisions. Instead the content of the provision concerned shall be reduced to the permitted level. In addition, legal provisions apply.
3. The place of performance and payment is the registered office of the company, Hotel Eden Spiez AG, Spiez.
4. The parties shall initially endeavour to initially amicably settle any differences between themselves. The exclusive place of jurisdiction is the registered office of the Hotel. However, the Hotel shall be at liberty to bring legal action at the place of residence or at the registered office of the contractual partner.
5. The legal relationship is governed exclusively by the substantive law of Switzerland to the exclusion of the provisions of private international law.

Last revised: May 2018

Place / Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name in block capitals: \_\_\_\_\_