

GENERAL TERMS AND CONDITIONS FOR EVENTS (VERSION: APRIL 2019)

1 SCOPE OF APPLICABILITY

- 1.1 These terms and conditions shall apply to contracts for the rental of the Landgut Stober Kontor GmbH & Co Betriebs KG's -as follows called KG- conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods performed/provided in connection therewith by the KG for the customer.
- 1.2 The KG's prior consent in written form is required if the rooms or areas are to be rented or sublet to a third party.
- 1.3 The customer's general terms and conditions shall apply only if this is previously expressly agreed.

2 CONCLUSION OF CONTRACT, PARTIES, LIABILITY, STATUTE OF LIMITATIONS

- 2.1 The KG and the customer are the contracting parties. The contract shall come into force upon the KG's acceptance of the customer's offer. At its discretion, the KG may confirm the room reservation in written form.
- 2.2 The KG is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation of the KG is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this No. 9. Should disruptions or defects in the performance of the hotel occur, the KG shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum. Disruptions have to be told not later than the return of the rooms.
- 2.3 Any claims against the KG shall generally be time-barred half a year after the last day of the applicability. This shall neither apply to damage claims nor to claims which are based on an intentional or grossly negligent breach of obligation by the KG.

3 SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1 The KG is obligated to render the services ordered by the customer and agreed upon by the KG.
- 3.2 The customer is obligated to pay the agreed or applicable KG's prices within the German tax for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via the KG, which a third party provides and the KG disburses.
- 3.3 The agreed prices include all taxes in effect at the time of the conclusion of the contract. If the statutory value added tax is changed or if local taxes concerning the services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted if four months have passed between the conclusion and fulfilment of the contract.
- 3.4 KG invoices not stating a due date are payable without deduction and due immediately on receipt of the invoice. The statutory rules concerning the consequences of default of payment (min. 4% above discount of German Bundesbank) apply. The KG reserves the right to prove greater damage.
- 3.5 The KG is entitled to require a reasonable advance payment from the customer upon conclusion of the contract.
- 3.6 The customer may only set-off, reduce or clear a claim of the KG with a claim which is undisputed or decided with final, res judicata effect.

4 WITHDRAWAL OF THE CUSTOMER OR OF THE KG (CANCELLATION, ANNULMENT)

- 4.1 The customer can only withdraw from the contract concluded with the KG in written form.
- 4.2 If a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given. Does the KG not give its consent to the cancellation of the contract the agreed KG services shall be paid regardless of whether the customer avails himself of the contractual services. The KG must credit the income from renting the rooms to other parties as well as for saved expenses. Saved expenses can be assessed in a lump sum according to No. 4.4, 4.5 and 4.6. The customer is entitled to prove that the above-mentioned claim has not accrued at all or has not amounted to the demanded sum. The KG is at liberty to show that a higher claim has arisen.
- 4.3 If the customer withdraws from the contract between the 12th and 4th week prior to the date of the event, the KG shall be entitled to charge – in addition to the agreed rent – 35% of lost food sales (70% of food sales for any later cancellation). **For weddings:** If the customer withdraws from the contract between the 25th to 10th week the entitle to charge is 25%, between the 10th to 4th week 50% and the 4th to the 2nd week 75% of the lost food and beverage sales
- 4.4 Food sales are calculated using the following formula: agreed menu price x the number of participants. If no price had yet been agreed for the menu, then the least expensive three-course menu (weddings four-course menu) in the current set of event offerings shall apply.
- 4.5 If a seminar flat rate per participant has been agreed, then the KG shall be entitled to charge, with a cancellation between the 12th to 4th week prior to the date of the event, 60% of the seminar flat rate x the agreed number of participants (85% for any later cancellation).

5 WITHDRAWAL OF THE HOTEL

- 5.1 If it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the KG is entitled for its part to withdraw from the contract during this period of time, especially if inquiries from other customers regarding their already contractually reserved event rooms exist and the customer, upon inquiry thereof by the KG, does not waive his right of withdrawal.
- 5.2 If an agreed advance payment is not made even after a reasonable grace period set by the KG has expired, then the KG is likewise entitled to withdraw from the contract.
- 5.3 Moreover, the KG is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
- force majeure or other circumstances beyond the KG's control render the fulfilment of the contract impossible;
 - rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
 - the KG has justified cause to believe that use of the KG's services might jeopardize the smooth operation of the KG, its security or public reputation, without being attributable to the KG's sphere of control or organization;
 - there is a breach of the above-mentioned No. 1.2.
- 5.4 The justified withdrawal by the KG constitutes no claims for damages for the tour operator.

6 CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT

- 6.1 The exact number of participants has to be communicated to the KG no later than five working days before the beginning of the event. A reduction of participants up to 5% is cost free for the client.
- 6.2 A reduction in the number of participants of more than 5% should be communicated to the KG at an early stage but no later than five working days before the beginning of the event. The invoice is based on the actual number of participants, at least 95% of the finally agreed number of participants though...
- 6.3 If the number of participants changes by more than 10%, the KG shall be entitled to exchange the confirmed room reservations (taking into account the possibly different room rent) unless this is unreasonable for the customer.
- 6.4 If the event's agreed starting or ending times change and the KG agrees to such deviations, the KG may reasonably charge for the added cost (§315 common German law) of stand-by service, unless the KG is at fault.

7 BRINGING OF FOOD AND BEVERAGES

The customer may not bring food or beverages to events. Exceptions must be agreed with the KG. In such cases, a charge will be made to cover overhead expenses.

8 TECHNICAL FACILITIES AND CONNECTIONS

- 8.1 To the extent the KG obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer. The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify the KG against all third-party claims arising from the provision of the facilities or equipment.
- 8.2 Consent is required for the use of the customer's electrical systems on the KG's electrical circuit. The customer shall be liable for malfunctions of or damage to the KG's technical facilities caused by using such equipment, to the extent that the KG is not at fault. The KG may charge a flat fee for electricity costs incurred through such usage.
- 8.3 The customer is entitled to use his own telephone, fax, and data transfer equipment with the hotel's consent. The KG may charge a connection fee.

9 LOSS OF OR DAMAGE TO PROPERTY BROUGHT IN

- 9.1 Customer shall bear the risk of damage or loss of objects on exhibit or other items including personal property brought into the event rooms/hotel. The KG assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the KG. Excepted from that are cases of damage caused as a result of harm inflicted on life, limb and physical health. In addition, all cases in which the safekeeping represents a contractually typical obligation due to the circumstances of the individual case, are excluded from this liability disclaimer.
- 9.2 Decorations brought in must conform to the fire protection technical requirements. The KG is entitled to require official evidence thereof. Should such proof not be given, then the KG shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, the KG must be asked before objects are assembled or installed.

10 CUSTOMER'S LIABILITY FOR DAMAGE

- 10.1 The customer shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the customer himself.
- 10.2 The KG may require the customer to provide reasonable security.
- 10.3 The customer guarantees no not registered desk fireworks and fog machines. Outside fireworks have to have a public contract with official administration. Violation needs penalty between 600,- and 1.000,-€ to the KG.

11 FINAL PROVISIONS

- 11.1 Amendments and supplements to the contract, the acceptance of offers, or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
- 11.2 For commercial transactions the place of performance and payment as well as, in the event of litigation, including disputes for checks and bills of exchange, the exclusive court of jurisdiction is the seat of permanent establishment of Landgut Stober GmbH & Co KG. Insofar as a contracting party fulfills the requirement of section 38. Para. 2 of the German Code of Civil Procedure (ZPO), and does not have a place of general jurisdiction within the country, the courts at the seat of permanent establishment of the Landgut Stober GmbH & Co KG shall have jurisdiction.
- 11.3 The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and the Conflict Law are precluded.
- 11.4 Should individual provisions of these general terms and conditions for Events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

Nauen, 01.04.2019