

General terms of business (AGB) Hotel acceptance agreement MONTFORT-SCHLÖSSLE LINDAU I. SCOPE OF VALIDITY

1. These General terms of business apply to contracts for the transfer of hotel rooms on a rental basis for accommodation and also associated other services and deliveries by the Hotel provided for the Customer in this regard (Hotel acceptance agreement). The term "Hotel Reception Contract" encompasses and replaces the following terms: Accommodation, Guest Reception, Hotel, Hotel Room Reservation Contract.
2. The sub-rental or further rental of the transferred rooms and their usage for other than accommodation purposes require the previous permission of the Hotel in written form, § 540 para 1 clause 2 BGB is waived if the Customer is not a consumer.
3. General terms of business of the Customer only apply if this was explicitly agreed upon in written form.

II. CONCLUSION OF AGREEMENT, PARTNERS, EXPIRATION

1. The Contract is constituted upon acceptance of the Customer's application by the Hotel. The Hotel is free to book rooms in written form.
2. The contractual partners are the Hotel and the Customer. If a third party has ordered for the Customer, this third party is liable to the Hotel along with the Customer as a joint debtor for all obligations resulting from the Hotel acceptance agreement if a corresponding statement is available to the Hotel from the third party. All claims against the Hotel always expire within one year following the statutory start of the Contract. Damage claims are time-barred in five years if they do not involve damage to life, limb, health or freedom. These damage claims are time-barred after ten years. The abbreviated expiry periods do not apply to claims that are due an infringement of an obligation by the Hotel due to malicious intent or gross negligence.

III. SERVICES, PRICES, PAYMENT, OFFSETTING

1. The Hotel is obligated to have the rooms booked by the Customer prepared and to perform the agreed upon services.
2. The Customer is obligated to pay the prices agreed upon or applicable at the Hotel for the transfer of the room and the services he uses. This also applies to services arranged by the Customer and expenses to the Hotel for third parties. The agreed upon prices include statutory VAT. Any increases after conclusion of this Contract are at the cost of the contracting entity.
3. The Hotel can make its permission to reduce the number of booked rooms, the service of the Hotel or the duration of the Customer's stay requested by a

Customer contingent on whether the price for the rooms and/or the other services of the Hotel increases.

4. Invoices from the Hotel without a due date are payable within 10 days following receipt of the invoice without discount. The Hotel can demand the payment of overdue claims from the Customer at any time. In the event of payment arrears, the Hotel is entitled to charge the respective applicable statutory interest in the amount of 8% or, for legal transactions in which a consumer participates, in the amount of 5% over the basic interest rate. The Hotel reserves the right to prove higher damages.

5. The Hotel is entitled to request a reasonable advance payment from the customer or a security in the form of a credit card guarantee, a down payment or similar forms of payment. The amount of the advance payment and the payment dates can be agreed upon in written form in the Contract. The legal regulations remain unaffected for advance payments or security payments for flat-rate travel packages.

6. In justified cases, e.g. payment arrears of the Customer or an expansion of the contractual scope, the Hotel is entitled to demand an advance payment or security in terms of the aforementioned number 5 or an increase of the advance payment or security agreed upon in the Contract up to the fully agreed upon compensation amount.

7. The Hotel is also entitled to request a reasonable advance payment or security at the beginning of the stay from the Customer in terms of number 5 above for existing and future claims from the Contract if one was not already paid in accordance with numbers 5 and/or 6 above.

8. The Customer can only offset or credit an undisputed or legally valid claim against a claim by the Hotel.

IV. CANCELLATION BY THE CUSTOMER (CANCELLATION / FAILURE TO AVAIL ONESELF OF HOTEL SERVICES (NO SHOW))

1. Permission from the Hotel in written form is required for the Customer to cancel the Contract concluded with the Hotel. If this does not occur, the agreed upon price under the Contract must also be paid if the Customer does not avail himself of contractual services.

2. If a time period was agreed upon between the Hotel and the Customer for the free cancellation of the Contract in written form, the Customer can cancel until that time without triggering any payment or damage claims by the Hotel. The Customer's cancellation right becomes invalid if he does not exercise his right to cancellation in written form by the agreed upon date.

3. The Customer is obligated to pay the Hotel's applicable cancellation charges:
Cancellations

Room cancellations are free up to 30 days before arrival. Then we reserve the right to charge cancellation fees:

29 days to 14 days before arrival: 30 % of the total

13 days to 05 days before arrival: 60 % of the total stay

From 4 days before arrival:

90 % of the total stay 90% also applies with late arrival, early arrival or non-arrival

(No Show). Special terms of cancellation apply during tradeshow periods:

Cancellations during tradeshow times:

Room cancellations are free up to 6 weeks before arrival. Then we reserve the right to charge cancellation fees:

6 weeks to 4 weeks before arrival: 50% of the total stay

4 weeks to 2 weeks before arrival: 75 % of the total stay

Less than 2 weeks before arrival: 100 % of the total stay

4. Reservations, changes and cancellations must be in written form, also by e-mail: info@montfort-schloessle.de and require our confirmation in written form.

5. We accept payments in cash, by EC card (Germany, Austria, Switzerland) and credit cards (Master /Visa). 4 www.montfort-schloessle.de

6. The guest is fully liable for the loss of room keys as well as damage to furnishings and/or their misappropriation during the hotel stay. The Hotel owner is entitled to bill the guest for damages, also subsequently.

7. Please understand that pets are not allowed.

V. CANCELLATION OF THE HOTEL CONTRACT

1. If it was agreed upon in written form that the Customer can cancel the Contract at no charge within a certain period of time, during this time period the Hotel, in turn, is entitled to cancel the Contract if there are queries of other Customers for the contractually booked rooms and the Customer does not waive his right to cancellation when requested by the Hotel.

2. If an advance payment or security is not paid in accordance with figure III numbers 5 and/or 6 even after expiry of a grace period given by the Hotel, the Hotel is entitled to cancel the Contract.

3. Furthermore, the Hotel is entitled to cancel the Contract without notice for objectively justified reasons, for example if

- force majeure or other circumstances which are beyond the control of hotel make performance of the Contract impossible;

- rooms or facilities are booked with culpable action with confusing or the incorrect presentation of facts that are essential for the Contract, e.g. on the identity of the person or the purpose of his visit;

- the Hotel has a substantiated reason to assume that the availing oneself of the hotel services would jeopardise the seamless operation of the business, the

security or the appearance of the Hotel in public without this being attributed to the owner or organisational area of the hotel;

- the purpose or the reason for the event is illegal;
- a violation against the aforementioned figure 1 number 2 has occurred.

4. The Customer is not entitled to damages in the event of a justified cancelation by the Hotel.

VI. PROVISION, TRANSFER AND RETURN OF ROOMS

1. The Customer acquires no claim to the provision of certain rooms if this was not explicitly agreed upon in written form.

2. Booked rooms are available to the Customer starting at 03:00 p.m. (arrival until 06:00 p.m.) of the agreed-upon arrival date. The Customer is entitled to an earlier provision of the facilities. A later arrival by a guest must be communicated by mail or phone and be confirmed by the Hotel.

3. The rooms are to be vacated and provided to the Hotel by 10:00 a.m. at the latest on the agreed-upon departure date. Then the Hotel can bill 50% of the full lodging price (list price) due to late departure for usage exceeding the scope of the Contract until 6:00 p.m. 100% after 6:00 p.m. No contractual claims by the Customer are hereby substantiated. The Customer is entitled to prove that the hotel had no claim or considerably less of a claim to compensation for use.

VII. LIABILITY OF THE HOTEL

1. The Hotel is liable for its obligations under the Contract. Any Customer damage claims are precluded. This excludes damages from the injury to life, limb or health if the infringement of the obligation was the fault of the Hotel, other damages due to a contractual infringement based on malicious intent or gross negligence on the part of the Hotel and damages resulting in an infringement of typical contractual obligations of the Hotel through malicious intent or gross negligence.

A violation by a legal representative or vicarious agent is equivalent to a violation of the rights of the Hotel. If deficiencies or defects should occur with the Hotel service, the Hotel will strive to provide a remedy upon receipt of an immediate complaint by the Customer. The Customer is obligated to do everything reasonable to remedy the deficiency and to keep the damage as minimal as possible.

2. The Hotel is liable to the Customer according legal regulations for items brought into the Hotel. Then the liability is limited to one hundred times of the room price, however a maximum of € 3,500.00 and a divergent maximum amount of € 800.00 for cash, securities and valuables. Cash, securities and valuables should be stored in the room safe. The Hotel recommends that you take advantage of this opportunity.

3. If a parking space in the hotel garage or hotel parking lot is provided to the Customer, also for compensation, no custody agreement is established. The Hotel is not liable for the loss or damage of vehicles parked or positioned on the Hotel property and its contents, unless there is a case of malicious intent or gross negligence. The rule of the aforementioned number 1, sections 2 to 4, applies accordingly to the exclusion of damage claims by the Customer.

4. Work Contracts are carried out by the Hotel with the greatest due diligence. Messages, mail and packages for the guests are handled with care. The Hotel takes charge of the delivery, storage and - if requested - resending of these items for a charge. The provisions of the aforementioned number 1, clauses 2 to 4 apply accordingly.

VIII. FINAL PROVISIONS

1. Amendments and supplements to the Contract, the acceptance of the application or these General terms of business (AGB's) must be in written form. Unilateral changes or supplements by the Customer are invalid.

2. The place of performance and payment/jurisdiction for both parties Lindau/Lake Constance.

3. The exclusive place of jurisdiction— also for check and exchange disputes— in commercial dealings is the Hotel headquarters. If a contractual partner meets the prerequisite of § 38 paragraph 2 ZPO and has no jurisdiction domestically, the Hotel headquarters under corporate law is considered the place of jurisdiction.

4. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is prohibited. The company does not participate in dispute resolution proceedings by an independent consumer arbitration service.

5. Duty to notify: General Consumer Arbitration Service Zentrum für Schlichtung e.V. Straßburger Str. 8, 77694 Kehl am Rhein www.verbraucher-schlichter.de

6. If individual provisions of the General terms of business should be void or be or become invalid, the validity of the remaining provisions remain unaffected. Otherwise, the legal provisions apply.

(AGB) Montfort-Schlössle Lindau, Latest update: 22 February 2017