

GENERAL Terms and Conditions of Business (GTCB)

1. Applicability

These General Terms and Conditions of Business (hereinafter referred to as the GTCB) shall apply to the hiring of as well as to all further services and supplies associated therewith which are provided by Hotel Engel Zofingen AG and/ or Hotel Amadeo AG (hereinafter referred to as Hotel Engel and Hotel Amadeo) to a client (hereinafter referred to as the Organiser). All offers of Hotel Engel and/or Hotel Amadeo shall be based on these GTCB. These GTCB shall constitute an integral part of any agreement which is entered into. Any amendments to these GTCB shall require the express written agreement of the parties. Such a provision shall also apply to the waiver of this requirement that the written form be used. Should these GTCB conflict with any contractual terms of the Organiser, these GTCB shall take precedence over such conflicting terms.

2. Conclusion of the agreement

After the Organiser has made a reservation, they shall receive from Hotel Engel and/or Hotel Amadeo a written booking confirmation (by e-mail, fax or letter). The agreement between the parties shall not come into force until such written booking confirmation is provided by Hotel Engel and/or Hotel Amadeo to the Organiser.

3. Performance, payment and prices

3.1 Hotel Engel and/or Hotel Amadeo undertakes to provide the services requested by the Organiser, which Hotel Engel and/or Hotel Amadeo has agreed in writing to provide.

3.2 All prices shall be in Swiss francs (CHF) and shall include value added tax (VAT) at the statutory rate. **3.3** Hotel Engel and/or Hotel Amadeo shall be entitled at any time to demand an appropriate advance payment. The amount of such advance payment and the date by which it must be paid shall be agreed in writing in the agreement. Should the Organiser not comply with their obligation to make such an advance payment by the due date, the Hotel Engel and/or Hotel Amadeo after having stipulated an appropriate further period for compliance, shall be entitled to withdraw from the agreement. The Organiser shall be liable to Hotel Engel and/or Hotel Amadeo for any loss suffered by it as a result. **3.4** To the extent that no advance payment is demanded by Hotel Engel and/or Hotel Amadeo, the entire invoiced amount shall be paid in full by the Organiser either by credit card or in cash before departure at the latest. If a request is made to make payment on receipt of invoice, the entire invoiced amount shall be due and payable within 10 days of date of invoice. In the event of late payment, the Hotel Engel and/or Hotel Amadeo shall be entitled to charge interest at a rate of 5% to the Organiser as well as any debt enforcement or collection costs incurred.

3.5 Hotel Engel and/or Hotel Amadeo expressly reserves the right to alter its prices.

4. Liability

4.1 The Organiser shall be liable to the Hotel Engel and/or Hotel Amadeo for all damage and loss or other prejudice caused by themselves, their employees, their agents, the persons participating in their events or other third parties. Hotel Engel and/or Hotel Amadeo shall not be liable for the theft of and damage to property which is brought onto its premises by the Organiser, the persons participating in the Organiser's events or by third parties. The insurance of items placed on display and other objects which are brought onto the premises by the Organiser, the persons participating in the Organiser's events or by third parties shall be the responsibility of the Organiser. Hotel Engel and/or Hotel Amadeo may at any time demand from the Organiser evidence of adequate insurance cover. **4.2** The Organiser shall be obliged to keep the peace and maintain order. They undertake to keep the Hotel Engel and/or Hotel Amadeo indemnified in full against any civil law and public law claims which may be brought by public authorities or third parties (including persons participating in the Organiser's events, guests or employees and contractual partners of the Organiser) as a consequence of their event, or to settle all such claims in their entirety.

4.3 Hotel Engel and/or Hotel Amadeo shall only be liable in the event of contractual or noncontractual damage which is caused intentionally or as a result of gross negligence and only in respect of damage which is caused directly. Hotel Engel and/or Hotel Amadeo shall have no further liability, and in particular no liability for ordinary or moderate negligence or for indirect loss, such as for example any loss of profit. Hotel Engel and/or Hotel Amadeo accepts no liability for services which are provided by a third party, including services that have been organised by Hotel Engel and/or Hotel Amadeo.

5. Withdrawal of Hotel Engel and/or Hotel Amadeo from the agreement

5.1 Should it be made materially difficult or impossible for the Hotel Engel and/or Hotel Amadeo to provide all or part of the services which it is contractually obliged to provide, as a consequence of an event of force majeure (according to the Swiss understanding particularly natural disaster such as heavy gale, floodings or earthquakes, as well as taking of hostages, war, riots and nuclear incidents, strikes, unforeseen regulatory restrictions, etc.) or other circumstances for which Hotel Engel and/or Hotel Amadeo cannot be held responsible, the Hotel Engel and/or Hotel Amadeo may withdraw entirely or partially from the agreement in respect of that part of the agreement which remains to be performed, without being under an obligation to pay any compensation. **5.2** The Hotel Engel and/or Hotel Amadeo shall furthermore be entitled to withdraw from the agreement without being under an obligation to pay any compensation should there exist reasonable grounds for supposing that the event might jeopardise the smooth running of its business, the security or the public reputation of the Hotel Engel and/or Hotel Amadeo, or the Organiser breaches section 12 of these GTCB. Hotel Engel and/or Hotel Amadeo expressly reserves the right to instigate claims for compensation against the Organiser.

6. Withdrawal of the Organiser from the agreement

Should force majeure make it impossible for the Organiser to use the agreed services, they may withdraw entirely or partially from the agreement in respect of that part of the agreement which remains to be performed, without being under an obligation to pay any compensation. The final decision remains at the end both Hotels (Engel & Amadeo)

7. Arrival and departure times

The hotel rooms shall be ready for occupation from 2.00 pm on the date of arrival and shall be vacated by 10.00 o'clock noon on the date of departure on Monday till Friday. Saturday Sunday and Holidays by 11.00 o'clock.

8. Block bookings/room allocation

In relation to block bookings (bookings of 8 rooms or more), the Hotel Engel and/or Hotel Amadeo must receive from the Organiser 7 days at the latest before the date of arrival the following information:

- the guests' first names and surnames
- their time of arrival
- their preferred method of payment

After expiry of the period set by the Hotel Engel and/or Hotel Amadeo, the rooms which have been allocated but are still available shall be released for other reservations.

9. Cancellation conditions for hotel room reservations

9.1 The cancellation of hotel room reservations must be communicated in writing to Hotel Engel and/or Hotel Amadeo as early as possible. The following cancellation conditions shall apply both to the cancellation of reservations and to any nonappearances of which the Hotel has not been informed (no-shows), as well as in the event of early departures. **9.2** The cancellation of individual hotel room reservations (up to 7 rooms) must be communicated to the Hotel Engel and/or Hotel Amadeo at the latest by 2.00 pm local time on the day before arrival. Should a reservation be cancelled within 24 hours prior to the date of arrival, the price of the room for one night shall be payable. Cancellation fees will be agreed in writing in the booking confirmation. In cases of nonappearances (no-shows) or in the event of early departures, the Hotel Engel and/or Hotel Amadeo reserves the right to charge the full rate for all room nights that have not been taken.

10. Change of booking by the Hotel Engel and/or Hotel Amadeo

If, for whatever reasons, the Hotel Engel and/or Hotel Amadeo is unable to provide the Organiser with one or more of the booked rooms, then the Hotel Engel and/or Hotel Amadeo shall provide a room of equal value. If no room of equal value is available, the Hotel Engel and/or Hotel Amadeo shall provide an available room in a different category.

Applicable law/place of jurisdiction

The agreement shall be governed exclusively by Swiss law. The place of performance and place of jurisdiction shall be Zofingen. Should any individual provision of these GTCB not have any legal effect, this shall not affect the validity of the remaining provisions. In such a case, the provision which is ineffective shall be replaced by an analogous provision which shall however be effective.

Zofingen, October 2016