

General Terms and Conditions for hotel accommodation contract and event contract

1 General Regulations

- 1.1 These General Terms and Conditions (GTC) apply to all contracts with the Customer for the rental of Hotel rooms for accommodation, to all other services and deliveries provided by the Hotel for the Customer in this context (Hotel Accommodation Contract), and to all contracts with the Customer for the rental of conference, banquet and other event rooms of the Hotel for the organization of events such as banquets, seminars, conferences, exhibitions, and presentations, etc. (Event Contract).
- 1.2 General terms and conditions of the Customer shall only apply if this has been expressly agreed in advance.
- 1.3 The following definitions apply:
 - 1.3.1 If individual provisions apply only to the Event Contract, the term "Organizer" is used in these GTC instead of "Customer".
 - 1.3.2 The term "Hotel Accommodation Contract" has the meaning defined in Section 1.1.
 - 1.3.3 The term "Event Contract" has the meaning defined in Section 1.1
 - 1.3.4 The term "Premises" means, depending on the booking made, rooms and/or event rooms.
 - 1.3.5 The term "Contract" refers to both the Hotel Accommodation Contract and the Event Contract.
 - 1.3.6 The term "Days" means calendar days.

2 Conclusion of contract

- 2.1 The Contract is concluded exclusively through the explicit acceptance by the Hotel of the Customer's application to enter into the Contract.

3 Services, prices, payment

- 3.1 The Hotel is obliged to keep the rooms reserved by the Customer available and/or to provide the services ordered by the Customer and committed by the Hotel.
- 3.2 The Customer is obligated to pay the agreed or applicable prices of the Hotel for the rooms and other services used. This also applies to services commissioned by the Customer directly or via the Hotel that are provided by third parties and disbursed by the Hotel. This also applies, in particular, to claims by copyright collecting societies.
- 3.3 All prices include the applicable VAT and local taxes (e.g. tourist tax, bed tax). In the event of a change in VAT and/or the levying of other public charges in connection with the Hotel stay, the Hotel is entitled to adjust the prices in accordance with the regulations applicable at the relevant time.
- 3.4 If the Consumer Price Index for Germany published by the Federal Statistical Office (base 2020 = 100) for the month in which the Customer's stay begins changes by at least 10 percent compared to the index published for the month in which the Contract was concluded, the agreed prices shall be adjusted (upwards or downwards) at the request of one of the contracting parties in proportion with the index change. The adjustment must be made at least in text form.
- 3.5 The Hotel may make its consent to a subsequent reduction in the number of rooms booked, the Hotel's services or the length of stay of the Customer or guests requested by the Customer dependent on a reasonable increase in the price for the rooms and/or for the Hotel's other services.
- 3.6 Hotel invoices without a stated due date are payable in full within fourteen days of receipt without any deductions. The statutory provisions shall apply if the Customer is in default of payment. The Hotel reserves the right to prove higher damages caused by such default.
- 3.7 The Hotel is entitled to demand an appropriate advance payment or security deposit from the Customer upon conclusion of the Contract, for example in the form of a credit card warranty.
- 3.8 In justified cases, e.g. if the Customer is in default of payment or if the scope of the Contract is extended, the Hotel is entitled, even after conclusion of the Contract and up to the start of the stay or the event, to demand an advance payment or security deposit as per Section 3.7 above or to increase in the advance payment or security deposit agreed upon in the Contract up to the amount of the full agreed remuneration.

- 3.9 Furthermore, the Hotel is entitled to demand a reasonable advance payment or security deposit from the Customer at the beginning of and during the stay as per Section 3.8 above for existing and future claims arising from the Contract, insofar as such payment has not already been made in accordance with Section 3.8 and/or Section 3.9 above.

4 Withdrawal by the Customer (cancellation)/ Non-utilization of the Hotel's services (no-show)

- 4.1 The Customer may only withdraw from the Contract if a right of withdrawal has been expressly agreed in the Contract, a statutory right of withdrawal is applicable, or if the Hotel expressly agrees to the cancellation of the Contract. The agreement of a right of withdrawal as well as any consent of the Hotel to a cancellation of the Contract must be made at least in text form.
- 4.2 If the Hotel and the Customer have agreed on a date for a free-of-charge withdrawal from the Contract, the Customer may withdraw from the Contract up to (and including) such date without incurring any payment or damage compensation claims by the Hotel. The Customer's right of withdrawal expires without further action if it has not been effectively exercised vis-à-vis the Hotel by the agreed date.
- 4.3 Any withdrawal by the Customer must be made in writing through a declaration to the Hotel (text form is sufficient).
- 4.4 If the Customer cancels the booking or does not commence the stay (no-show) without an agreed right of withdrawal or if such a right has already expired, there is no statutory right of withdrawal, and/or the Hotel has not agreed to the cancellation of the Contract, the Hotel shall retain the right to the full agreed remuneration despite non-utilization of the service. The Hotel must credit the income from any other rental of the Premises and the expenses saved as follows:
- 4.4.1 If canceled or unused rooms are not rented out to another Customer, the Hotel may make a flat-rate deduction for saved expenses. In this case, the Customer is obligated to pay at least 90% of the contractually agreed price for overnight accommodation with or without breakfast and for package arrangements with third-party services, 70% for half-board, and 60% for full-board arrangements.
- 4.4.2 The Customer has the discretion to prove that the aforementioned claim did not arise or did not arise in the amount claimed. The Hotel has the discretion to prove that a higher claim has arisen.
- 4.5 If the Organizer cancels the Event Contract before the 8th week prior to the event date, the Hotel is entitled to charge 35% of the lost food sales (menu price) per number of participants in addition to 100% of the agreed full rental price for the Premises.
- 4.5.1 If the Organizer cancels the Event Contract between the 8th and 4th week prior to the date of the event, the Hotel is entitled to charge 60% of the lost food sales (menu price) in addition to 100% of the agreed full rental price for the Premises, and 85% of the food sales (menu price) for any later cancellation.
- 4.5.2 The calculation of food sales will occur by way of the following formula: Agreed menu price x number of participants. If no price has yet been agreed for the menu, the cheapest 3-course menu of the respective valid event offer shall be used as a basis.
- 4.5.3 If a conference flat rate per participant has been agreed, the Hotel is entitled to charge 35% of the conference flat rate x agreed number of participants in the event of a cancellation before the 8th week prior to the event date.
- 4.5.4 If a conference flat rate per participant has been agreed, the Hotel is entitled to charge 60% of the conference flat rate x agreed number of participants in the event of a cancellation between the 8th and 4th week prior to the event date, and 85% in the event of later cancellation or non-utilization.

5 Withdrawal of the Hotel

- 5.1 If it has been agreed that the Customer can withdraw from the Contract free of charge within a certain period of time, the Hotel is entitled, for its part, to withdraw from the Contract during this period by way of a declaration at least in text form if there are inquiries from other customers regarding the contractually booked rooms and the Customer does not waive his right of withdrawal at least in text form upon enquiry by the Hotel within a reasonable period of time.
- 5.2 If an advance payment or security deposit agreed or demanded in accordance with Section 3.8 and/or Section 3.9 is not made even after a reasonable grace period set by the Hotel has expired, the Hotel is also entitled to withdraw from the Contract.

- 5.3 Furthermore, the Hotel is entitled to withdraw from the Contract for objectively justified and material reasons. A justified and material reason entitling the Hotel to withdraw from the Contract is present in particular if
- 5.3.1 an event of force majeure or other circumstances for which the Hotel is not responsible make the fulfillment of the contract impossible or unreasonable;
 - 5.3.2 Premises are booked with misleading or false information or concealment of material facts; material facts may include the identity of the Customer, the ability to pay or the purpose of the stay;
 - 5.3.3 the Hotel has justified cause to believe that the use of the service or the event may jeopardize the smooth operation, safety or public reputation of the Hotel, without this being attributable to the Hotel's sphere of control or organization;
 - 5.3.4 a significant deterioration in the Customer's financial situation has occurred or is reasonably feared to occur;
 - 5.3.5 the purpose or reason for the stay or event is or becomes illegal;
 - 5.3.6 there is a breach of the prohibition on subletting in accordance with Section 8.1;
 - 5.3.7 the Hotel has to be closed in whole or in significant parts due to renovation or conversion work.
- 5.4 In the event that the Hotel cancels the Contract due to the circumstances specified in Sections 5.3.2 to 5.3.6, the Hotel is entitled to charge the Customer the cancellation fee in accordance with Section 4.4.
- 5.5 The justified withdrawal of the Hotel does not entitle the Customer to compensation or other claims against the Hotel unless otherwise stipulated in the Contract or in these GTC.
- 5.6 Any withdrawal by the Hotel must be made in writing through declaration to the Customer (text form is sufficient). A withdrawal by the Hotel in the case of clause 5.3.7 must be made at least twelve (12) months before the first day of the rental period.

6 Liability of the Hotel

- 6.1 The Hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, the Hotel is liable for other damages which are based on an intentional or grossly negligent breach of duty by respectively an intentional or grossly negligent breach of contract-typical obligations of the Hotel, in this latter case limited to typical and foreseeable damages. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the Hotel. Further claims for damages by the Customer are excluded, unless otherwise set forth in this clause 6.
- 6.2 Should disruptions or defects in the Hotel's services occur, the Hotel shall endeavor to remedy such issues upon becoming aware of them or upon immediate complaint by the Customer. The Hotel is not responsible for any external disruptions, e.g. construction noise outside the Hotel, and the Customer in this case has no claims of any kind, such as rights of reduction of agreed remuneration.
- 6.3 The Hotel is liable to the Customer or guests for items brought into the Hotel in accordance with the statutory provisions. The Hotel generally recommends the use of the Hotel or room safe. If a guest wishes to bring in money, securities, and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the Hotel.
- 6.4 If the Customer is provided with a parking space in the Hotel garage or on the Hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or maneuvered on the Hotel property and their contents, the Hotel shall only be liable in accordance with the above Section 6.1.

7 Liability of the Customer

- 7.1 The Customer shall be liable to the Hotel for all damage caused to the Premises assigned to the Customer or to the furnishings and equipment and utensils therein or to the Hotel as a whole by intentional or negligent acts or omissions of the Customer or of subcontractors, vicarious agents, employees or guests of the Customer.

8 Miscellaneous

- 8.1 The subletting or re-letting of the rooms provided and their use for purposes other than accommodation, the subletting or re-letting of the rooms, areas or showcases provided, as well as sales or similar events require the prior consent of the Hotel in text form, whereby Section 540 para. 1 sentence 2 of the German Civil Code is waived to the extent that the Customer is not a consumer.

- 8.2 All claims of the Customer against the Hotel shall generally become time-barred one year after the commencement of the statutory limitation period. This does not apply to claims for damages and other claims to the extent that these are based on an intentional or grossly negligent breach of duty by the Hotel. In this case the statutory limitation periods apply.
- 8.3 The Customer may only offset claims of the Hotel against claims recognized by the Hotel or established by a court of law.
- 8.4 Smoking is generally prohibited in the Hotel, except in designated smoking areas. In the event of a breach of this provision, the Customer shall be liable to the Hotel for damages.

Particular to the Hotel Accommodation Contract

9 Room provision, handover and return

- 9.1 The Customer shall not be entitled to the provision of specific rooms, meeting rooms, the wellness area or any catering facilities, unless this has been expressly agreed in the Contract. Should the Hotel change brands within the chain to which its brand belongs after conclusion of the Contract, the Contract shall remain in force irrespective of such a change of brand. The Customer shall have no right of withdrawal or reduction of agreed remuneration in this respect.
- 9.2 On the agreed day of departure, the rooms must be vacated and made available to the Hotel by 12:00 noon at the latest. After this time, the Hotel may charge 50% of the full accommodation fee (list price) for the late vacating of the room until 6:00 p.m., and 100% from 6:00 p.m. onwards. This shall not give rise to any contractual claims on the part of the Customer. The Customer is free to prove that the Hotel has no claim or a significantly lower claim to a usage fee.

10 Forwarding, storage of items left behind

- 10.1 Messages, mail and consignments of goods for the Customer shall be handled with care and attention. The Hotel will deliver, store and – upon separate request – forward such items to an address provided by the guest for a fee. The Hotel shall only be liable in this regard in accordance with clause 6.1 above.
- 10.2 Items left behind will only be forwarded to an address provided by the Customer on its request at its own risk and expense. The Hotel will keep the items for three (3) months, after which they will be handed over to the local lost and found office if they have a recognizable value. If there is no recognizable value, the Hotel reserves the right to destroy or otherwise use the items after the time limit has expired.

Particular to the Event Contract

11 General obligations of the organizer

- 11.1 The Organizer shall ensure that the event runs smoothly and complies with all applicable statutory provisions or official requirements or orders.
- 11.2 If an increased risk for guests, visitors or employees of the Hotel is to be expected due to the modalities of the event, the Organizer shall inform the Hotel of this in advance and provide a sufficient number of adequate security personnel at its own expense. The Organizer shall prove to the Hotel that any necessary official permits have been obtained or that other statutory provisions applicable to the security personnel have been complied with. If the Customer fails to take the necessary security precautions, the Hotel may prohibit the event. Claims by the Customer are excluded in this case.
- 11.3 The Organizer shall not do or allow anything that could damage the reputation of the Hotel and shall ensure that the event does not damage the reputation of the Hotel.
- 11.4 The Organizer may use trademarks or intellectual property of the Hotel only with the prior written authorization by the Hotel and trademarks or intellectual property of Marriott International Inc. or its subsidiaries or affiliates only with the prior written authorization by Marriott International Inc.
- 11.5 The Organizer is solely responsible for obtaining any necessary licenses or permissions for the performance, broadcasting, transmission or display of copyrighted works (in particular music, sound or image recordings, art or similar) that the Organizer may wish to use or has used in the Hotel. Any filming permits must also be obtained by the Organizer. If filming of the event is planned that is not merely for internal documentation purposes, the prior consent of the Hotel is required, at least in text form.

- 11.6 Arabella Hospitality SE ("Arabella") commits to comply with the data protection regulations applicable to Arabella, including the applicable EU data protection regulations. The Hotel will comply with the current Data Privacy Statement (currently available at (DE) <https://www.arabella.com/datenschutz/> ; (EN) <https://www.arabella.com/en/data-privacy/>) in respect of all personal data received under this Contract. Without limiting the foregoing obligation, the Hotel has taken steps to: (1) inform individuals about the collection and use of their personal information, including through the Privacy Statement; (2) use such personal information only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete their personal information in accordance with applicable law; (4) require all service providers with whom personal information is shared to protect the confidentiality and security of such information; and (5) implement technical and organizational measures to protect personal information within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

12 Maximum number of participants, changes to the number of participants and event time

- 12.1 The agreed capacity of booked event rooms may be reduced if additional technology and/or additional space (e.g. for a stage) is required. The Hotel reserves the right to reduce the maximum number of participants for the respective event room or for the event if it is obliged to do so due to legal or administrative regulations or official requirements.
- 12.2 The Organizer shall communicate any increase in the number of participants by more than 5% to the Hotel no later than five business days before the start of the event; such increase requires the Hotel's consent. Invoicing shall be based on the agreed higher number of participants, but at least on the actual number of participants. If the actual number of participants is lower than the agreed number of participants, the Organizer has the right to reduce the agreed price by the additional expenses saved by the Hotel due to the lower number of participants, such saving to be proven by the Organizer.
- 12.3 A reduction in the number of participants by more than 5% shall be communicated to the Hotel in good time and no later than five business days before the start of the event. Invoicing shall be based on the actual number of participants, but at least be based on the last agreed number of participants. Clause 12.2 sentence 3 shall apply accordingly.
- 12.4 If the number of participants is reduced by more than 10%, the Hotel is entitled to replace the confirmed rooms, taking into account any difference in room rental, unless this is unreasonable for the Organizer.
- 12.5 If the agreed start or end times of the event are postponed and the Hotel agrees to these deviations, the Hotel may charge a reasonable fee for the additional readiness to perform, unless the Hotel is at fault for such postponements.

13 Bringing food and drinks

- 13.1 The Organizer is not permitted to bring food and beverages to events. Exceptions require an explicit agreement with the Hotel. In such cases, a contribution to cover overhead costs will be charged.

14 Technical equipment and connections

- 14.1 The services owed by the Hotel do not include any special equipment, structures or unusual formats that would exhaust the Hotel's currently available in-house equipment to such an extent that additional equipment would have to be rented in order to meet the needs of the Organizer. If such special equipment is requested by the Customer, a separate agreement is required. If and to the extent that the Hotel procures technical and other equipment from third parties for the Organizer at the Organizer's request, the Hotel shall be entitled to act in the name and on behalf of and for the account of the Organizer.
- 14.2 If the Organizer intends to enter into agreements with third parties regarding services to be provided at the Hotel, this requires the prior consent of the Hotel. This notwithstanding, the Organizer shall be liable for any fault of such third parties as if it were their own fault. The Hotel reserves the right to make the use of electrical equipment by such third parties in the Hotel subject to separate approval by the Hotel. The Hotel further reserves the right to charge the Organizer a separate fee in an appropriate amount in the event of engagement of such third parties.
- 14.3 The Organizer is liable for the careful handling and proper return of technical or other equipment provided to it. The Organizer shall indemnify the Hotel against all third-party claims arising from the provision of such equipment.
- 14.4 The use of the Organizer's own electrical equipment using the Hotel's electricity network requires the Hotel's authorization. Any disruptions or damage to the Hotel's technical equipment caused

by the use of such equipment shall be borne by the Organizer, insofar as the Hotel is not responsible for them. The Hotel may record and charge a flat rate for the electricity costs arising from the use of such equipment.

- 14.5 With the Hotel's consent, the Organizer is entitled to use its own telephone, data transmission and/or IT infrastructure facilities. The Hotel may charge a connection fee for this.
- 14.6 Faults in technical or other equipment provided by the Hotel will be rectified as soon as possible.

15 Loss of or damage to items brought along

- 15.1 Any exhibits or other items, including personal items, are kept in the event rooms or in the Hotel at the risk of the Organizer. The Hotel accepts no liability for loss, destruction or damage, nor for financial losses, except in cases of gross negligence or intent on the part of the Hotel. Excluded from this are damages resulting from injury to life, limb or health. In addition, all cases where safekeeping is a typical contractual obligation due to the circumstances of the individual case or a separate safekeeping contract has been concluded are excluded from this limitation of liability. When handing over items to the Hotel for safekeeping, the Organizer is obliged to state the nature and estimated value of the items. The Hotel's liability shall be limited to this amount, except in cases of intent.
- 15.2 The Hotel cannot guarantee the security of items left unattended in the event rooms. Special arrangements can be made with the Hotel to secure a limited number of valuables. If the Organizer requires additional security measures for such items or for other reasons, the Hotel will assist in arranging these. The costs therefor shall be borne by the Organizer.
- 15.3 Any decoration material brought into the Hotel must comply with the technical safety requirements. The Hotel is entitled to demand official proof thereof. If such proof is not provided, the Hotel shall be entitled to remove any material already brought in at the Organizer's expense. Due to possible damage, the installation and attachment of objects must be agreed with the Hotel in advance.
- 15.4 Brought-in exhibition or other items must be removed immediately after the end of the event. If the Organizer fails to do so, the Hotel may carry out the removal and storage at the Organizer's expense. If the items remain in the event room, the Hotel may charge a reasonable usage fee for the duration of the room being occupied.

16 Involvement of external providers

- 16.1 If the Customer wishes to engage external providers to perform certain deliveries or services at the Hotel during the Event, the Hotel reserves the right, at its sole discretion, to require a hold harmless agreement from these providers in a form and amount satisfactory to the Hotel, as well as proof of adequate insurance coverage and compliance with applicable health and safety regulations.
- 16.2 The Customer shall ensure that the external provider only deploys its own employees who meet the requirements for permissible employment in the Federal Republic of Germany. If the external provider deploys foreign employees, the Customer must ensure that the external provider instructs the employees who require a residence permit and/or work permit for their work to carry a valid passport/identity card as well as the valid residence and work permit for control purposes at all times for the duration of the assignment. The Customer shall be liable to the Hotel for any violation of labor law provisions, including the Minimum Wage Act, and shall indemnify the Hotel against any costs and liability in this respect.

17 Anti-Corruption

- 17.1 The Customer acknowledges that the Hotel, its franchisors and/or their affiliated companies may be subject to the following laws and are obliged to comply with them:
- 17.2 the US Foreign Corrupt Practices Act (FCPA) of 1977, the UK Bribery Act of 2010 and similar laws that prohibit offering, giving or accepting bribes or other improper payments; and
- 17.3 Laws that prohibit or restrict the Hotel from doing business with certain individuals, entities or countries due to economic and trade sanctions or economic embargoes imposed, maintained or enforced by any government (including, for example, the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and the U.S. Department of State),
- 17.4 (collectively referred to as "anti-corruption and sanctions laws").
- 17.5 17.2 The Customer acknowledges and agrees that the Hotel, its franchisors and/or their affiliates may, in their sole discretion, take such steps as they deem necessary to ensure continued compliance with the Anti-Corruption and Sanctions Laws in order to fulfill their obligations under the Anti-Corruption and Sanctions Laws. If this is not possible, the Hotel is entitled to withdraw from the Contract with immediate effect without incurring any liability.

18 Final provisions

- 18.1 Amendments, additions, clarifications or deletions, including deletions for correction purposes, to the Contract, the acceptance of the application, or the acceptance of these GTC must be made by mutual agreement of the parties and require at least text form to be effective.
- 18.2 Amendments or additions to the Event Contract or individual provisions or the waiver thereof, apart from additions and updates to the event schedule, must be made in writing with the proper signature of both parties or by means of a digital signature platform (AdobeSign, DocuSign, eSertifi etc.) in order to be effective.
- 18.3 To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising from or in connection with the contract or these GTC shall be the registered office of the Hotel.
- 18.4 The Contract and these GTC are subject to German law. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 18.5 Should individual provisions of these GTC be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.
- 18.6 The Contract may be executed in any number of copies and this shall have the same effect as if the signatures on the individual copies were on a single copy of the Contract.
- 18.7 The Contract constitutes the sole agreement between the parties with respect to the subject matter hereof and supersedes or replaces any prior agreements.

As of January 2025