

## General terms and conditions of business east Hotel & Restaurant GmbH

### **§1 Scope**

1. These General Terms and Conditions of business (GTC) apply to contracts for the rental of restaurant, hotel rooms and function rooms as well as for all further services and deliveries by **east** Hotel & Restaurant GmbH (hereinafter called "east") and in connection therewith.
2. The subletting of the hotel rooms, function areas / rooms is generally not permitted and requires the prior written consent of east.
3. The customer's Terms of condition shall apply only if these are previously explicitly agreed upon in written form.

### **§2 Conclusion of contract, parties, statute of limitations**

1. East offers are always non-binding.
2. The contract becomes effective only upon acceptance and written confirmation of east. All agreements have to be in written form.
3. An agreement with respect to products and services is only binding for east, if the agreement has been confirmed in written form by both sides.
4. The contractual partners are east and the customer. If a third party places the order on behalf of the customer, then that party, together with the customer, shall be jointly and severally liable for any contractual obligations upon presentation of the third party's statement.
5. East is liable with the diligence of a prudent businessman regarding its contractual obligations. Claims of the customer for reimbursement of damages are precluded except for those of such which result from death, injury to body or health when east is responsible for a breach of contract, as well as any other damages resulting in the east's deliberate or negligent violation of a term that is typical for the contract.  
A breach of obligation of the east is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. Should disruptions or defects in the performance of the east occur, the east 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.
6. Any claims against east shall generally be time-barred 1 year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after 5 years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by east.
7. With signing of the agreement you approve that your data will be used for sending you information about east. We do not pass your personal data to third parties. The future receipt of this information can be stopped anytime under sales@east-hamburg.de.

### **§3 Invoices, deposits, accomplishments, fees and allowance**

1. The customer is obliged to pay the agreed east prices for all services. This also applies to services and expenses that he requests the east to make against third parties.
2. The agreed prices include the current VAT of 19% at the appropriate rate according to law and 7% VAT for room reservations. Any subsequent increases of VAT or other taxes are to be borne by the customer. Should the period between the conclusion of the contract and its fulfillment exceed 4 months, and should the price calculated by east for these services rise, then the contractually agreed price may be increased proportionally by east.

3. Invoices of east without a payment date are payable in full within 10 calendar days of receipt. The east is entitled to demand outstanding payments at any time, and to require immediate payment. In the event of delay in payment, east is entitled to demand the appropriate legal late payment interest of 8% above the current basic interest rate or 5% above the current basic interest rate in case of a legal transaction involving a consumer. East reserves the right to provide proof of loss or damages.
4. Delay of payment with only one invoice authorizes east to cease all further and future services for the customer. Precondition for ceasing all services is the sending of dunning letters with terms and possible results.  
For every dunning letter a further € 10,- will be charged.
5. If the deposit, which is payable prior to the event, is not paid, east is entitled to refuse the offered services and to claim for compensation for the hitherto existing damage.
6. Deposits: Up to a total sum (gross) of EUR 2500,00 a credit card number with expiry date must be declared until 7 days prior to the beginning of the event. East is authorized to check the validity of the credit card and to reserve the amount due. For events with a total sum of more than EUR 2500,00, 100% of the agreed, expected revenue shall be transferred into the east bank account including a down payment invoice until 25 days prior to the beginning of the event at the latest. Validity date of transfer is deciding.  
If 21 days prior to the date of arrival no deposit has been received, the rooms will be released for sale. All rooms that cannot be re-sold are due to a cancellation fee of 80%.
7. Basically, invoices shall be paid at once in cash or via credit card. East is entitled to refuse currencies, cheques or credit cards. Vouchers from travel agencies will only be accepted, if a credit agreement with the travel agency exists and if a deposit was made. A reimbursement of unused accomplishments or vouchers is excluded.
8. Confirmation – the customer is asked to confirm an individual consumption receipt with their signature. Without signature, the unsigned receipt serves as basis of calculation without right of objection.
9. East pays commission for all bookings made through a registered agent. Commission is only paid on rates which are stated as commissionable by east in advance. Commissions paid to travel agents are to be negotiated in advance and are paid on the room rate excl. breakfast/meals, tax and service charges. Payments are made directly by east or via WPS, a special provider.

### **§4 GEMA (Society for Musical Performing and Mechanical Reproduction Rights)**

1. All events subject to GEMA fees (dutiable in Germany) shall be registered by the customer with GEMA in advance. All GEMA fees are to be borne by the customer. The customer shall exempt east from all claims asserted by GEMA.

### **§5 Use of motives for film and photographic recordings**

1. Commercial film and photographic recordings, recordings for public display of broadcast and recordings not exclusively for private purposes require the prior written consent of the east and are subject to costs. The precise conditions are to be regulated in a separate contract for the right to use east's motives.

- §6 Cancellations, numbers of guests and rescission**
1. Cancellations must be made in written form.
  2. Reservations, which are authorized by the customer, are binding for both contracting parties. In case of a cancellation, the customer has to pay the following compensation:
    - no cancellation fee 90 days or more prior to arrival
    - 50% cancellation fee of the anticipated turnover until 45 days prior to arrival
    - 70% cancellation fee of the anticipated turnover until 30 days prior to arrival
    - 90% cancellation fee of the anticipated turnover until 10 days prior to arrival
    - 100% cancellation fee of anticipated turnover 0-9 days prior to arrival
  3. **Cancellation policy and extraordinary compensation agreements regarding weddings, dance events as well as events and reservations during trade fairs and public events in the city of Hamburg**
    - no cancellation fee 180 days or more prior to arrival
    - 50% cancellation fee of the anticipated turnover until 150 days prior to arrival
    - 70% cancellation fee of the anticipated turnover until 120 days prior to arrival
    - 90% cancellation fee of the anticipated turnover until 90 days prior to arrival
    - 100% cancellation fee of anticipated turnover 0-89 days prior to arrival
  4. For events, in which food and/or beverages are served, the customer shall make a binding commitment to east with regards to the number of guests and the choice of food at least 14 days before the event.
  5. In case of the actual number of guests exceeding initially indicated numbers by more than 20%, east reserves the right to amend the sequence of food and/or the prices agreed. A reduction in the number of guests can be taken into account as follows:
 

Between 10 to 5 days before the event, a reduction of up to 20% of the number of guests booked can be accepted without penalty; from 4 to 2 days before the event, a reduction of up to 10% of the number of guests booked can be accepted without penalty; cancellations that take place the day before the event can no longer be taken into consideration.
  6. Should the number of guests increase, the actual number of guests is used for the calculation of charges.
  7. Furthermore, east is also entitled to withdraw from the contract, when this is held to be justified by prevailing circumstances, such as:
    - Force majeure or any other circumstances, for which east is not responsible, that make the fulfillment of a contract impossible.
    - Events booked under misleading or incorrect presentation of facts, e.g. regarding the customer or the purpose of the event;
    - If east has reasonable cause to assume, that the event itself could jeopardize the smooth running of business operations, security, or the public image of east, without this necessarily being attributable to either the domain or organizational area of east.
  8. east shall inform the customer of the exertion of their right of withdrawal without delay.
  9. The customer is not entitled to claim damages from east except in case of willful intent or gross negligence on behalf of east.
  10. Cancellation fees will only be charged, if event facilities as well as any other services can no longer be sold otherwise.

- §7 Cancellation and automatic release of hotel rooms**
1. The east guarantees to hold reserved rooms, even after 6.00 p.m., should guests not arrive, 90% of the confirmed price will be charged.
- 1-5 hotel rooms**
- 100% of the allotment until 6:00 p.m. prior the day of arrival
- 6-25 hotel rooms**
- 100% of the allotment 30 days or more prior to arrival
  - 20% of the allotment 15-29 days prior to arrival
  - 10% of the remaining allotment 5-14 days prior to arrival
  - further cancellations will be charged with 90% of the room rate
- 26-50 hotel rooms**
- 100% of the allotment 45 days or more prior to arrival
  - 20% of the allotment 30-44 days prior to arrival,
  - 10% of the remaining allotment 10-29 days prior to arrival
  - further cancellations will be charged with 90% of the room rate
- 51 and more hotel rooms**
- 100% of the allotment 90 days or more prior to arrival
  - 20% of the allotment 30-89 days prior to arrival,
  - 10% of the remaining allotment 15-29 days prior to arrival
  - further cancellations will be charged with 90% of the room rate
3. Allotments, which are picked up individually, are subject to following automatic release conditions:
- 1-20 hotel rooms**
- 50% of the allotment 60 days prior to arrival
  - 50% of the remaining allotment 30 days prior to arrival
  - 100% of the remaining allotment 14
  - further cancellations will be charged with 90% of the room rate
- 21 and more hotel rooms**
- The east reserves the right to make all agreements about automatic release and cancellation policies of an allotment with each customer on an individual basis.
4. **Cancellation policy and extraordinary compensation agreements regarding weddings, dance events as well as events and reservations during trade fairs and public events in the city of Hamburg**

The east guarantees to hold definitely reserved rooms, even after 7 days prior the day of arrival, should guests not arrive, 90% of the confirmed price will be invoiced. Cancellation policy for definite reservations and allotments:

**1 -5 hotel rooms**

    - 100% of the allotment until 7 days prior the day of arrival
    - 7 days prior arrival we will charge the given credit card with the whole amount of the accommodation

**6 -25 hotel rooms**

    - 100% of the allotment 120 days or more prior to arrival
    - 20% of the allotment 90-119 days prior to arrival,
    - 10% of the remaining allotment 60-89 days prior to arrival

- further cancellations will be charged with 90% of the room rate

#### **26 – 50 hotel rooms**

- 100% of the allotment 150 days or more prior to arrival
- 20% of the allotment 120-149 days prior to arrival
- 10% of the remaining allotment 70-119 days prior to arrival
- further cancellations will be charged with 90% of the room rate

#### **51 and more hotel rooms**

- 100% of the allotment 180 days or more prior to arrival
  - 20% of the allotment 150-179 days prior to arrival
  - 10% of the remaining allotment 90-149 days prior to arrival
  - further cancellations will be charged with 90% of the room rate
5. Allotments, which are picked up individually, are subject to following automatic release conditions:

#### **1-20 hotel rooms**

- 50% of the allotment 90 days or more prior to arrival
- 50% of the remaining allotment 45 days prior to arrival
- 100% of the remaining allotment / not picked up rooms 30 days prior to arrival

#### **21 and more hotel rooms**

The east reserves the right to make all agreements about automatic release and cancellation policies of an allotment with each customer on an individual basis.

### **§8**

#### **Extending the period of use, additional services**

1. Reserved rooms are only available to the customer for the stipulated period. Any use beyond this requires the approval of east.
2. For events, which continue after midnight, costs for service personnel shall be invoiced by the hour.
3. If the starting or ending time of an event differs from the agreement, the east is authorized, to charge all additional costs to the customer.
4. Setting-up and clearing-up work supported, supervised or carried out by east technical personnel is charged at a rate of € 30,00 gross per hour, per employee.
5. Costs arising in addition to the agreed, contractual services such as telephone, bar, additional food and beverages ordered are to be borne by each guest/delegate respectively. Should these costs not be covered, the customer shall be jointly and severally liable.
6. Customers are generally not permitted to bring their own refreshments and beverages to events.
7. Packaging materials, exhibition or other objects by the customer or their guests are to be removed immediately after the event. Should this not occur, the east shall remove and store such at the customer's expense. Should objects remain in the event facilities, the east may charge rent for the facilities as long as the object remains. The customer has the right to prove, that the damage was less than indicated.

### **§9**

#### **Liability**

1. The east is liable for its obligations in the contract. Liability is restricted to deficiencies in services that are attributable to willful intent or gross negligence on the part of east in the provisioning of typical services. Furthermore, the customer shall inform the east of the possibility of any damage arising well in time.
2. Should east acquire technical and any other equipment at the behest of the customer, it does so in their name, in their authority and for their account. The

customer is liable for handling such equipment with due care and for the compliant return of the equipment. The customer shall exempt the east from all third-party claims arising from the transfer of such equipment.

3. The customer requires the prior written consent of east, before using electricity from the hotel facilities to power their own electrical equipment. Disruptions or damage to east's technical equipment arising from the use of the customer's appliances are to be charged to the customer insofar as such disruption or damage is not attributable to east. East is entitled to document and charge a global fee for the electricity charges arising from the use of the equipment.
4. Malfunctions of technical or other equipment provided by east are to be remedied as soon as possible. Payments may not be withheld or reduced, if east cannot is not responsible for such disruptions.
5. The east is not liable for loss or damage of all items, including personal items. All items brought into east are at the customer's own risk, except in case of gross negligence or willful intent.
6. Brought decoration materials have to meet relevant fire safety standards. The east is entitled to demand official evidence for this. Given the possibility of damage arising, objects to be displayed and/or hung up should be coordinated with the east in advance.
7. The customer is liable for all culpable damage to buildings or inventory caused by event delegates, visitors, organizer's employees or other third parties under its control or caused by themselves.
8. The customer is liable for the behavior of its employees, delegates as well as further assistants and its own behavior.
9. The east has the right to demand appropriate security measures such as insurances, deposits or debt guarantees from the customer.

### **§10**

#### **Final Provisions**

1. Amendments or additions to contracts, acceptance proposals or to these terms and conditions for events or room bookings must be made in written form. Unilateral amendments or additions made by the customer are not valid. The customer has the right of objection up to 4 weeks after the date of announcement.
2. Place and court of jurisdiction is Hamburg, the location of east Hotel & Restaurant GmbH head office.
3. Place and court of jurisdiction for disputes arising with respect to cheques and drafts, for commercial matters is Hamburg the location of east Hotel & Restaurant GmbH head office. Should a contractual party fulfill the conditions provided by Article 38, paragraph 1 of the German Civil Procedure Code (Zivilprozeßordnung – ZPO), but does not have a place and court of jurisdiction in Germany, the place and court of jurisdiction shall be Hamburg, the location of east Hotel & Restaurant GmbH head office.
4. These General Terms and Conditions are subject to German Law. The appliance of United Nations Convention on Contracts for the International Sale of Goods and the Conflict of Laws is excepted.
5. Should any provisions of these General Terms and Conditions of Trade be or become invalid, this shall not affect the validity of the remaining provisions. This also applies for contractual gaps. For all other matters, legal regulations shall apply.

We hereby accept the General Terms and Conditions of Trade of east Hotel & Restaurant GmbH.

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Customer  
Place / Date / Authorized Signature

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east Hotel & Restaurant GmbH  
Place / Date / Signature

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Name in block letters

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Customer  
Company stamp

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east Hotel & Restaurant GmbH  
Company stamp