

# GENERAL TERMS AND CONDITIONS

## of Conference Center & Hotel Munich Unterschleißheim GmbH for hotel accommodation contracts

### I. SCOPE

1. These terms and conditions apply to contracts for the rental of hotel rooms from INFINITY for accommodation, and to all other services provided by INFINITY to the customer in this context (hotel accommodation contract).
2. Terms and conditions of the customer only apply where this has previously been explicitly agreed.

### II. CONCLUSION OF CONTRACT, USE

1. The contract is concluded when the application of the customer is accepted by INFINITY (conclusion of contract).
2. Subletting of the rented rooms, the use of the rented hotel rooms for purposes other than accommodation, e.g. for public invitations or other advertising measures, for job interviews, for sales events or similar events, and the use of hotel space outside the rented rooms for the aforementioned purposes, require the explicit prior consent of INFINITY, and may be made dependent on the payment of additional remuneration. Sect. 540 Para. 1 sentence 2 of the German Civil Code (BGB) does not apply if the customer is not a consumer.

### III. SERVICES, PRICE, PAYMENT, OFFSETTING

1. The customer is obliged to pay the agreed or customary prices of INFINITY for the provision of the room, the ordered services, and any further services utilised. This also applies to third party services arranged by the customer directly or via INFINITY for the customer, where the remuneration for these services is paid by INFINITY.
2. The agreed prices are understood to include the statutory value-added tax applicable at the time of the conclusion of contract, as well as any local taxes. Local taxes that are owed by the guest under local law, such as tourist tax, are not included. In the event of a change in the statutory value-added tax or the introduction, amendment or abolition of local taxes on the subject matter of the service after the conclusion of contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion of contract and provision of service exceeds four months.
3. If payment on account has been agreed, payment must be made without deduction within ten days of receipt of the invoice, unless otherwise agreed.
4. For each reminder letter after the deadline is missed, the customer must pay an administration fee of EUR 5.00 to INFINITY. The customer is at liberty to demonstrate that only significantly lower costs have been incurred. In the case of customers that are not consumers, INFINITY shall instead also be entitled to assert claims under Sect. 288 Para. 5 of the German Civil Code (BGB).
5. INFINITY is entitled to require customers to provide an appropriate security deposit upon conclusion of contract, e.g. in the form of a credit card guarantee. The amount of the security deposit and the deadlines for the security deposit are agreed in the contract. For all-inclusive trips, the statutory provisions remain unaffected. The hotel reserves the right to perform advance authentication of credit cards before arrival of the guest
6. In justified cases, e.g. if the customer is in arrears of payment or the scope of the contract is extended, INFINITY shall be entitled to require a security deposit in the meaning of point 5 above, even after conclusion of the contract, or to increase the security deposit agreed in the contract up to the amount of the full agreed remuneration.

7. The customer shall only be entitled to offset an undisputed or legally enforceable claim against a claim of INFINITY.

#### IV. WITHDRAWAL OF THE COSTUMER (CANCELLATION) NON-UTILISATION

1. Free-of-charge withdrawal by the customer from the contract concluded with INFINITY is only possible if such a right of withdrawal has been explicitly agreed in the contract, if a statutory right to do so exists, or where INFINITY explicitly agrees free-of-charge withdrawal. The agreement of a right of withdrawal and any consent to cancellation of the contract must take place in writing. Where a deadline for free-of-charge exercise of the right of withdrawal has been agreed, the customer may withdraw from the contract until that deadline without incurring payment or compensation claims from INFINITY. The right to free-of-charge withdrawal expires if the customer does not exercise it in writing to INFINITY by the agreed deadline; if the customer is a consumer, the written form is sufficient.
2. If a right of free-of-charge withdrawal has not been agreed or has already expired, and where there is no statutory right of free-of-charge withdrawal, and if INFINITY does not agree to a free-of-charge cancellation of the contract, the provisions agreed in the main contract shall apply in the event of cancellation by the customer or non-utilisation of the services. If no relevant agreements have been made in the main contract, INFINITY reserves the right to claim the agreed remuneration even if the service is not used. However, INFINITY must then offset the income from renting the rooms to others and the expenses saved. If the rooms cannot be rented to another party, INFINITY shall be entitled to demand the contractually agreed remuneration and make a lumpsum deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast, as well as for all-inclusive arrangements with thirdparty services, 70% for half-board and 60% for full-board arrangements. The customer is at liberty to demonstrate that the claims regulated in the main contract or the aforementioned claims were not incurred or were not incurred in the amount demanded.

#### V. WITHDRAWAL BY INFINITY

1. Where it has been contractually agreed that the customer may withdraw from the contract free of charge up to a certain deadline, INFINITY shall be entitled to withdraw from the contract wholly or in part up to this deadline if it receives enquiries from other clients regarding the contractually booked rooms, and where the customer does not waive the right to withdraw from the contract at the request of INFINITY before a reasonable deadline. This shall apply accordingly if an option is granted, where other enquiries have been received and the customer is not prepared to make a firm booking at the request of INFINITY with an appropriate deadline.
2. Furthermore, INFINITY is entitled to withdraw from the contract on objective grounds, e.g. where
  - force majeure or other circumstances exists for which INFINITY is not responsible, making fulfilment of the contract impossible;
  - official or statutory regulations result in INFINITY only being able to provide the contractually agreed services at a cost which is 50% higher than the calculated cost, where this development was not foreseeable at the time of conclusion of the contract and is not the responsibility of INFINITY;
  - hotel services have been booked based on misleading or false information, or where facts essential to the contract were withheld; the identity, solvency or purpose of stay of the customer may be essential to the contract;
  - INFINITY has reasonable grounds to believe that the use of the hotel services may jeopardise the smooth operation, security or public reputation of INFINITY, without this being within the control or organisational scope of INFINITY;
  - the purpose or occasion of the visit is illegal;
  - a violation of clause I no. 2 exists;
  - a security deposit agreed under clause III no. 5 and/or 6 above has not been provided after expiry of a reasonable deadline specified by INFINITY.

If the objectively justified reason for the withdrawal by INFINITY is the unavailability of the service booked by the customer, INFINITY shall inform the customer immediately and reimburse any payments already made, unless otherwise agreed.

3. The justified withdrawal by INFINITY shall not constitute grounds for the customer to claim compensation. Where in the event of a withdrawal by INFINITY there is an entitlement to claim compensation from the customer, INFINITY shall be entitled to calculate a lump sum claim according to the cancellation conditions agreed in the main contract or, in the absence of an agreement in the main contract, according to clause IV no. 2.

## VI. PROVISION, TRANSFER AND RETURN OF ROOMS

1. The customer shall not be entitled to the provision of specific rooms unless otherwise explicitly guaranteed in writing.
2. Unless an earlier availability time is explicitly agreed, booked rooms shall be available to the customer from 3:00 p.m. on the agreed day of arrival. Unless a later arrival time has been explicitly agreed or the room in question has been prepaid, INFINITY shall be entitled to reallocate booked rooms after 6:00 p.m. without the customer being able to derive a claim against INFINITY. INFINITY shall not be obliged to reallocate the rooms.
3. On the agreed day of departure, the rooms must be emptied and returned to INFINITY by 10:00 a.m. at the latest. Subject to availability, it may be possible to agree with INFINITY to use the rooms beyond this time in exchange for a time-related payment.
4. If the customer uses the room after 10:00 a.m. without having made an explicit prior agreement with INFINITY, INFINITY shall be entitled to charge for late check-out and use of the room beyond the terms of the contract, charging 50% of the agreed price for the room (excluding meals) for use until 6:00 p.m., and 100% of the price for use after 6:00 p.m. This shall not form the basis for contractual rights on the part of the customer. The customer is at liberty to demonstrate that INFINITY incurred no costs or only significantly lower costs.

## VII. LIABILITY OF INFINITY

1. INFINITY shall be liable for damages subject to the statutory provisions where it is responsible for injury to life, limb or health, where it has provided guarantees, and where other mandatory liability applies, such as restaurant liability under Sect. 701 et seq. of the German Civil Code (BGB). Furthermore, INFINITY shall have unlimited liability for other damages resulting from intentional or grossly negligent breach of duty by INFINITY. INFINITY shall also be liable for damages which are based on an intentional or negligent violation by INFINITY of essential contractual obligations; in cases of slight negligence, however, liability shall be limited to the foreseeable damage typical for the type of contract. Essential contractual obligations are those obligations which make the proper execution of the contract possible in the first place and on whose fulfilment the customer relies and is entitled to rely. A breach of duty by a legal representative or vicarious agent shall be equivalent to a breach of duty by INFINITY. Further claims for damages shall be excluded unless otherwise regulated in this clause VII. Where disruptions or defects occur in the services of INFINITY, INFINITY shall endeavour to rectify these when it acquires knowledge or upon immediate notification by the customer. The customer shall be obliged to provide reasonable cooperation in remedying the disruption and minimising the damage incurred by the customer. The customer shall otherwise be obliged to inform INFINITY in good time of the possibility of damage being incurred.
2. INFINITY shall be liable property brought into the room within the scope of the statutory provisions. It is recommended that the hotel or room safe should be used. If the customer wishes to deposit money, securities and valuables with a total value exceeding EUR 800.00, or other items with a total value exceeding EUR 3,500.00, a separate storage agreement must be concluded with INFINITY.
3. Property left behind by the customer shall be mailed back to the customer only upon request, and at the risk and expense of the customer. INFINITY keeps the items for three months, after which, if there is a recognisable value, they will be handed over to the local lost property office. If the lost property office is not prepared to accept them, the items will be kept for a further nine months and then either sold or destroyed. The above point no. 1 shall apply accordingly to the liability of INFINITY.
4. If the customer is provided with a parking space in the hotel garage or hotel car park, even if this is paid for, this shall not constitute a safekeeping contract. INFINITY shall have no surveillance obligation. In the event of loss or damage to motor vehicles parked or manoeuvring on the hotel premises or their contents, INFINITY shall be liable only as defined in point 1 above. Any losses must be reported to INFINITY immediately.
5. INFINITY provides wake-up call services with the greatest of care. Messages, post and deliveries of goods for the guest are handled with care. INFINITY performs the delivery, storage (in the case of goods shipments however only after prior

consultation) and – upon request – can also forward these for a fee. The above point no. 1 shall apply accordingly to the liability of INFINITY.

## VIII. CLOSING PROVISIONS

1. Changes or supplements to this contract or these General Terms and Conditions shall require the written form. This shall also apply to amendments of this clause. Unilateral amendments or supplements by the customer shall be invalid.
2. The place of fulfilment and payment for commercial transactions shall be the location of the INFINITY Hotel.
3. All claims against INFINITY shall fundamentally be subject to statutory limitation one year after the start of the statutory limitation period, where the customer is not a consumer. This shall not apply to compensation claims or other claims where these result from intentional or grossly negligent breach of duty by INFINITY.
4. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be Munich. INFINITY shall however also be entitled at its discretion to sue the customer at the domicile of the customer. The same shall apply accordingly where the customer fulfils the requirements of Sect. 38 Para. 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany.
5. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
6. INFINITY does not participate in arbitration proceedings before consumer arbitration committees.
7. If individual provisions of the contract or these General Terms and Conditions are or become invalid or ineffective, this shall not affect the validity of the remaining provisions. INFINITY and the customer shall be obliged in such cases to reach an agreement that comes as close as possible to the invalid or ineffective arrangement. The same shall apply in the event of a regulatory gap.

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