

GENERAL TERMS AND CONDITIONS

of Conference Center & Hotel Munich Unterschleißheim GmbH for events

I. SCOPE

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

II. CONCLUSION OF CONTRACT, INFORMATION OBLIGATIONS, USE

1. The contract is concluded when the application of the customer is accepted by INFINITY (conclusion of contract).
2. The customer is obliged to inform INFINITY unprompted and at the latest upon conclusion of contract where the political, religious or other character of the event has the potential to jeopardise the smooth business operations, security, or public image of INFINITY.
3. Subletting of the rented rooms, the use of the rented rooms, spaces or display cases for purposes other than events, 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 rented rooms, the ordered services, and any further services utilised. This also applies to third party services arranged by the customer directly or via INFINITY by the customer, where the remuneration for these services is paid by INFINITY, as well as for fees charged by copyright collectives.
2. The agreed prices are understood to include the statutory value-added tax applicable at the time of the conclusion of contract. In the event of a change in the statutory value-added tax, 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. The amount of the security deposit and the deadlines for the security deposit are agreed in writing in the contract.
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 CUSTOMER (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. The customer is at liberty to demonstrate that the claims regulated in the main contract 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;
 - events 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 event is illegal;
 - a violation of clause I no. 2 exists.

If the objectively justified reason for the withdrawal by INFINITY is the unavailability of the service booked by the customer, INFINITY will inform the customer of this immediately and, subject to any other agreements, refund any consideration already provided.

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.

VI. CHANGES TO NUMBER OF PARTICIPANTS AND EVENT TIME

1. An increase in the agreed number of participants by more than 10% must be reported to INFINITY at the latest seven (7) working days before the start of the event; it requires the written consent of INFINITY. The invoicing shall be based on the actual number of participants, however as a minimum on the

correspondingly agreed number of participants.

2. If the number of participants is reduced by more than 10%, INFINITY shall be entitled to change the rooms confirmed, taking into consideration the potentially lower room rental, unless this is unreasonable for the customer.
3. If the agreed starting and finishing times for the event are moved, and if INFINITY agrees to these changes, INFINITY shall be entitled to charge appropriately for the additional staffing requirements, unless INFINITY is responsible for the changes.

VII. BRINGING FOOD AND BEVERAGES

1. The customer is fundamentally not permitted to bring food and beverages to events. Exceptions shall require a written agreement with INFINITY. INFINITY shall be entitled to make its approval conditional on the billing of a contribution to cover general costs.

VIII. TECHNICAL EQUIPMENT AND CONNECTIONS, OFFICIAL PERMITS

1. Where INFINITY procures technical and other equipment from third parties for and at the request of the customer, INFINITY acts in the name of the customer, with power of attorney for the customer, and on the customer's account. The customer shall be liable for careful handling and proper return of the equipment. The customer shall indemnify INFINITY against all claims of third parties relating to the provision of this equipment.
2. The use of the customer's own electrical equipment on INFINITY's electricity network shall require the explicit consent of INFINITY; this may be made dependent on the provision of a hotel technician for a fee. Malfunctions or damage to the technical equipment of INFINITY resulting from the use of such equipment shall be paid for by the customer, provided that INFINITY is not responsible for such malfunctions or damage. INFINITY shall determine the electricity costs resulting from this use, and shall invoice for them as a lump sum.
3. With the permission of INFINITY, the customer shall be entitled to use its own telephone, fax and data transmission equipment. INFINITY shall be entitled to charge a connection fee and/or a compensation fee for the inability to use its own systems.
4. Malfunctions in technical or other equipment provided by INFINITY shall be remedied immediately where possible. It shall not be permitted to retain or reduce payments where INFINITY is not responsible for these malfunctions.
5. The official permits required for the event must be obtained by the customer in good time and at its own expense. The customer shall be obliged to comply with official conditions and other regulations.

IX. LOSS OR DAMAGE OF PROPERTY BROUGHT BY THE CONSUMER

1. Exhibition materials or other items brought by the customer, including personal items, are in the event rooms and the hotel at the risk of the customer. INFINITY accepts no liability for loss, destruction or damage, including financial damage, except in cases of gross negligence or intent on the part of INFINITY. Furthermore, all cases in which safekeeping is a typical contractual obligation due to the circumstances of the individual case shall be excluded from this exemption from liability. Apart from the cases mentioned in sentence 3, a safekeeping contract shall require an explicit agreement. Clause II no. 3 shall otherwise apply accordingly.
2. Decoration material and other items brought in by the customer must comply with fire protection requirements and other official regulations. INFINITY shall be entitled to require an official verification of this. If such a verification is not forthcoming, INFINITY shall be entitled to have material already brought in removed at the expense of the customer. Due to the possibility of damage, the assembly and attachment of items should first be coordinated with INFINITY.
3. Exhibition materials or other objects brought in must be removed immediately after the end of the event. If the customer fails to do so, INFINITY shall be entitled to have the items removed and placed in storage at the expense of the customer. If the items remain in the event room, INFINITY shall be permitted to charge appropriate compensation for denial of use for as long as the room remains unusable.

X. 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. 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 X. or in clause IX. 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 exceptionally high damage being incurred.
2. Messages, post and deliveries of goods for the customer 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.

XI. LIABILITY OF THE CUSTOMER DAMAGE

1. Where the customer is an entrepreneur, it shall be liable for all damage to the building or inventory caused by event participants or visitors, employees, other third parties in its field of responsibility, or by the customer itself. This shall apply accordingly where the customer is a legal entity under public law, a political party or labour union.
2. INFINITY shall be entitled to require the customer to provide appropriate security (e.g. insurance policies, security deposits, bank guarantees).

XII. 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.