

# INFINITY

HOTEL & CONFERENCE RESORT MUNICH

## General Terms and Conditions of the Conference Center & Hotel Munich Unterschleißheim GmbH for Hotel Accommodations and Events

### 1. Area of Application

- a) These General Terms and Conditions apply to contracts for the rent of guest rooms, for conference and meeting rooms as well as other rooms to carry out events of all kinds and for all additional services and deliveries of the hotel.
- b) Subleasing or letting to others of the rooms or space provided, the use of the rented guest rooms by others for the purpose of accommodations and public invitations or other advertising activities concerning interviewing applicants, sales interviews, or similar events and the use of hotel areas outside the rented rooms require prior written consent of the hotel and may be authorized subject to additional payment. Section 540 paragraph 1 sentence 2 BGB [German Civil Code] does not apply if the client is not a consumer.
- c) The client's terms and conditions apply only upon express prior written agreement.

### 2. Effectiveness of Contract, Contractual Parties, Liability, and Statute of Limitations

- a) The contract becomes effective only after the client's request (offer) was confirmed by the hotel (effectiveness of contract). In the event of room bookings and services on short notice or on-site ordered services, it is at the hotel's discretion to confirm these in writing.
- b) If a third party has booked for a client, then this third party is jointly and severally liable together with the guest for all obligations under the hotel accommodation and /or event agreement.
- c) The client agrees to inform the hotel without request no later than at the time of entering into the contract if based on political, religious, or other reasons and circumstances the use of the hotel services or the realization or participation in an event could possibly endanger the public safety or the public image of the hotel.
- d) The hotel is liable with the diligence of a prudent businessperson for its obligations under the agreement. This liability covers only damages based on the injury of life, body, or health of the client if the hotel has not fulfilled its obligations. Furthermore, it is liable for other damages resulting from intentional or negligent violation of obligations that are typical under the agreement by the hotel. The hotel's violation of an obligation is equal to that of a legal representative or agent. Any additional claims for damage compensation by the client are excluded.
- e) If the hotel's services are incomplete or lacking, then the hotel will try to resolve them upon notification or upon prompt complaint by the client. The customer is obligated to contribute any reasonable means to rectify the situation and to keep potential damage to a minimum. Furthermore, the customer is obligated to notify the hotel in a timely manner about the possibility that damage may occur.
- f) The hotel is liable according to legal regulations for any items brought by guests spending the night, i.e. up to one hundred times the price of the room, however no more than € 3,500 and for monies, stocks, and valuables up to € 800. Monies, stocks, and valuables up to a maximum amount of € 800 may be kept in the room safe. The hotel recommends using this opportunity. The claims for compensation expire if the client does not report to the hotel any loss, destruction, or damage immediately upon discovery (section 703 BGB (German Civil Code)). Any additional liability of the hotel is accordingly governed by the aforementioned Clause 2 d) sentences 2 to 4.
- g) Any items left by guests or event participants in the hotel rooms, in common areas of the hotel, or conference rooms are mailed upon request. The affected guest bears the risk and pays for the costs. The hotel keeps any found or left items for three months. Subsequently, they are handed to the local lost and found office provided they have no recognizable value.
- h) Any exhibition items or other, also personal items are kept in the conference rooms or hotel at the risk of the client. The hotel does not assume any liability for loss, destruction, or damages. This includes financial losses provided the hotel is not guilty of intentional or gross negligent acts. Excepted are damages resulting from injuries to life, body, or health. All cases in which safekeeping would present a contractual obligation due to the circumstances of one particular case are also excluded from this indemnification. With the exception of the cases stated in sentence 4, a safekeeping commission requires a written agreement.
- i) Decorating materials and other items brought by the client into the hotel must comply with fire protection requirements and other government regulations. The hotel is entitled to request official proof. If such proof cannot be provided then the hotel is entitled to remove the material brought by the client at the client's expense or to prohibit bringing such items. In general, placing or affixing any items in the hotel must be coordinated with the hotel in advance.
- j) Any exhibition materials or other items must be promptly removed at the end of the event. If the client fails to comply the hotel is entitled to remove and /or store the exhibition materials or other items at the client's expense. If the items remain at the hotel (conference room, guest room, or any other area on the hotel's premises) then the hotel can invoice a reasonable compensation for the loss of use of these rooms or areas for the time the items remain there.

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- k) Wakeup calls are carried out by the hotel with the greatest diligence.
- l) Messages, mail, and packages for the client are treated with the utmost care. The hotel will deliver, store, and upon request against payment of fees forward the same. Any liability claims are excluded with the exception of claims based on gross negligence or intent.
- m) The provision of a parking space in the hotel garage or at the hotel's parking area, even against payment of fees, does not constitute a safekeeping contract. The hotel has no obligation to monitor the parking areas. If cars parked or maneuvered on the hotel premises are lost or damaged including their content the hotel is not liable except in the event of intent or gross negligence. Aforementioned clause 2 d) sentences 2 to 4 apply accordingly. Any damage must be reported to the hotel immediately.
- n) In general, all claims against the hotel expire one year from when the claim was made in accordance with the standard statute of limitation pursuant to section 199 paragraph 1 BGB [German Civil Code]. Any damage claims expire irrespective of the date the damage became known after five years. The limitations on the statute of limitations do not apply to claims based on the intentional or grossly negligent breach of obligation of the hotel.

### 3. Services, Prices, Payment, and Charges

- a) The client is obligated to pay the agreed or standard prices of the hotel for all services the client ordered and used. The same applies to any services or expenses of the hotel to third parties upon the client's request, in particular, for claims of companies managing copyrights and monitoring their violations.
- b) If the time between entering the contract and the fulfillment under the contract exceeds four months and if during this time the price usually charged for this type of service by the hotel increases or if the statutory value-added-tax changes then the contractually agreed price changes in accordance with the value-added-tax increase. In all other events, the price increases by a maximum of 5% of the originally agreed price. Beyond these four months, each additional quarter between the time the contract became effective and the contractual fulfillment the upper limit increases by 5% of the price originally calculated. Price changes in accordance with Clause 3 b) are disregarded.

In addition, the hotel is entitled to recalculate the individual prices if more than 10% in excess of the agreed upon number of participants attends an event and the hotel is notified about this additional participants.

- c) Furthermore, the hotel is entitled to modify the prices originally agreed upon if the client subsequently changes the number of booked guest rooms, the hotel service, or the time of stay of the guests and the hotel agrees to the client's request for modification.
- d) The hotel is entitled to collect any accrued due payments at any time and to demand immediate payment. Unless agreed otherwise, all hotel invoices are due and payable without deductions within 5 days upon receipt of the invoice. If the client is in default of payment, the hotel is entitled to charge late fees in the amount effective at the time. The hotel reserves the right to prove additional damages.
- e) The client must pay to the hotel a rebilling charge of € 5 for each reminder after the default. The client may provide proof to the effect that there were no costs or only insignificantly lower costs incurred.
- f) At the time of entering into the contract or thereafter, the hotel is entitled – subject to legal provisions for package tours – to ask for an appropriate advance payment or security in form of a credit card guarantee, a down payment, or similar for current and future services. The amount of advance payment and payment dates can be agreed on in the contract in writing. The hotel reserves the right to get pre-authorizations of credit cards prior to the client's arrival.
- g) The client can only offset a claim against an amount due to the hotel if the client's claim is undisputed or legally determined by a court of law.

### 4. Cancellations by the Client (Cancellation) and Failure to Use Services

- a) If the client rescinds the contract with the hotel this is only free of charge after a written consent by the hotel, which is at the hotel's sole discretion. If the hotel does not consent then the agreed prices for guest rooms, room rents, board, and daily flat rates under the contract must be paid by the client even if the client does not use the contractually agreed services. This does not apply in the presence of an intentional or grossly negligent breach of contractual obligation by the hotel provided it is no longer reasonable for the client to maintain the contract or if the client is entitled to another legally or contractually stipulated right to cancel free of charge.
- b) If the contract between the hotel and the client stipulates in writing a certain date for cancellation at no charge the client may rescind the contract by that date without entitling the hotel to claims for payment and damages. This right of the client to cancel expires if the client does not exercise this right by the agreed upon cancellation date in writing.

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#### 4.1. Cancellations and Failure to occupy the Guest Rooms

- a) For the guest rooms the client does not use, the hotel can offset the loss with the income from renting the rooms to others and the saved expenses.
- b) Subsequently, the hotel is entitled to invoice the loss of sales based on the originally agreed/current gross price considering the deduction for saved expenses. For the calculation of the fees please refer to your contract.

#### 4.2. Cancellations, Failure to Use Services, and Partial Cancellations of Events and Event Rooms\*

- \* Cancellations of guest room for "no show" and early departure, which were booked in connection with events, are regulated by clause 4.1. a) and b).
- \* Partial cancellations of events are additionally regulated by clause 7 a) to e).

- a) If the client cancels an event in whole or in part the hotel is entitled to invoice loss of sales based on the expected gross sales minus saved expenses, in addition to the agreed upon gross rental fee and any third party services. For the calculation of the fees refer to your contract.
- b) Food and beverage sales are calculated using the following formula: price of the menu of the event plus beverages multiplied by number of participants. If no price of the menu was agreed the event proposal effective at the time is based on the least expensive three-course dinner. Beverages are invoiced at one third of the gross price of the dinner.
- c) The client is entitled to claim that the above referenced consumption was not incurred or was not incurred at the invoiced amount.

#### 5. Termination by the Hotel

- a) If there was a cancellation right by a certain date agreed with the client in writing, the hotel is also entitled to rescind the contract during this time if there are requests by other clients for contractually booked guest rooms and/ or event rooms and the client does not waive its right to cancel upon the hotel's request. The same applies accordingly if an option was granted and there are other requests and the client is not ready for a firm booking upon the hotel's request.
- b) If an agreed or requested down payment in accordance with above referenced Clause 3 f) is not made then the hotel is entitled to rescind the contract at any time.
- c) Furthermore, the hotel is entitled to rescind the contract for other justifiable reasons such as
  - in the event of force majeure or other circumstances beyond the hotel's control which make it impossible to fulfill the contract
  - hotel services or events booked but for which misleading or false facts were stated, e.g. concerning the client's person or purpose
  - if the hotel has good reason to believe that using the hotel services or the event may endanger smooth business operations, safety, or the hotel's public image without this falling into the responsibility of the hotel's management or organizational team.
  - a violation against Clause 1 b) is present
- d) In the event of a justifiable cancellation by the hotel, the client is not entitled to claim damages. If the hotel is entitled to be compensated for damages in the event of a cancellation pursuant to clause 5 b) or c) then the hotel is entitled to a lump sum compensation in accordance with clauses 4.1 or 4.2.

#### 6. Providing the Guest Room, Transfer and Return

- a) The client cannot claim the right to a certain room.
- b) Booked rooms are available for the guests at 3 p.m. on the agreed arrival date. The client is not entitled to any earlier availability. If the time of arrival was not specifically booked as late arrival or the room was paid in advance then the hotel has the right to sell the room to another guest after 2 p.m. without the client being able to derive a claim against the hotel. Any claims of the hotel under Clause 4 remain unaffected. The hotel is not obligated to rent the room to someone else.
- c) At the agreed upon departure date, the guest rooms must be vacated no later than 10 a.m. If the guest room is vacated at a later time the hotel may invoice 50% of the full price of the room (gross), after 6 p.m. 100% (gross) for exceeding the contractual use or for the non-use due to the delay in vacating the room. The client does not have any contractual claims arising there from. The client is entitled to prove that the hotel is not entitled or its entitlement is significantly lower for the compensation of loss of use.

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## 7. Change of Number of Participants (Partial Cancellation) and Change of the Time of the Event in case of Events

- a) The hotel must be notified if the number of participants changes by more than 10% no later than 3 weeks prior to the date of the event. It requires the written consent by the hotel.
- b) If the number of participants is reduced by the client then the hotel will consider this in its invoice in accordance with Clause 4.2. a). In any differences beyond this, the originally agreed number of participants minus the possible reduction in participant number at the time of partial cancellation is used for the invoice. The customer is entitled to lower the agreed price by the saved expenses based on the lower number of participants provided the client proves these saved expenses.
- c) In the event the actual number of participants increases the invoice is based on this actual number.
- d) If the agreed upon number of participants differs by more than 10%, then the hotel is entitled to recalculate its prices and to exchange the confirmed rooms provided this is not unreasonable for the client.
- e) Beginning and ending times of the event can only be changed if the hotel expressly agrees to it. If the hotel agrees to the changes then the hotel may reasonably invoice the additional service readiness, unless it is the hotel's fault that the beginning and ending times must be changed.

## 8. Furnishing Food and Beverages

- a) In general, the client cannot furnish food and beverages at the event. Exceptions must be authorized by the hotel in writing. In this event, the hotel asks for surcharges per plate and /or bottle to cover all overhead costs incurred or it charges the resulting loss of sales minus any saved expenses.

## 9. Technical Equipment and Connections, Government Permits

- a) If the hotel procures upon the client's request technical and other furnishings from third parties the hotel acts in the name and on the account of the client and duly authorized by the client. The client is liable for careful treatment and proper return. The client indemnifies the hotel from all third party claims arising under the furnishing of this equipment.
- b) The use of the client's personal electrical equipment utilizing the hotel's electricity must be approved by the hotel in writing. This may be subject to providing a hotel technician for a fee. When using this equipment, the client is responsible for any interferences or damage on the hotel's technical equipment provided it is not the hotel's responsibility. The hotel is entitled to charge a lump sum for the electricity used in connection with this equipment.
- c) If the hotel's own suitable equipment remains unused because of the use of the client's personal equipment the hotel can charge an appropriate amount for the loss of sales (provided the client had been informed in advance about the existence of such suitable equipment).
- d) The client must report promptly any malfunctions of technical or other equipment provided by the hotel. If possible, they are rectified immediately. Malfunctions do not entitle the client to retain or reduce the hotel's claims for payment provided the malfunction was not caused by the hotel.
- e) The client must procure in a timely manner all official permits necessary for the event at the client's expense. The client is responsible for complying with all restrictions under public law and other regulations.

## 10. Client's Liability for Damages

If the client is a business entity the client is responsible for all damages to the building and furnishings of the hotel which were caused by the event participants or visitors, employees, other third parties belonging to the client or the client itself. The same applies if the client is a legal entity under public law, political party, or union.

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## 11. Final Provisions

- a) For any changes of and additions to this contract, the acceptance of the request, or these General Terms and Conditions for Hotel Accommodations and Events to be effective, they must be set forth in writing. One-sided changes or additions by the client are ineffective.
- b) Place of performance and payment is Munich (Bavaria).
- c) In commercial transactions the exclusive jurisdiction - including check disputes - is Munich (Bavaria). The same applies if the customer fulfills the requirement of Section 38 paragraph 2 ZPO [German Code of Civil Procedure] but does not have a general inland jurisdiction.
- d) This agreement is governed by German law. The UN CISG and the principle of conflicts of laws are excluded.
- e) If individual provisions in these General Terms and Conditions for Hotel Accommodations and /or Events are ineffective or unenforceable this does not affect the validity of the remaining provisions. In this case, the parties agree on a new provision which comes closest to the meaning of the ineffective provision.

Effective: February 2016

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