

General Terms and Conditions for the Hotel Accommodation Contract

of ATLANTIC Hotels and for Events Version: May 12th, 2020

I. Scope of Application

1. These General Terms and Conditions apply to contracts for rental of hotel rooms for lodging (Hotel Accommodation Contract) and to all additional services and supplies rendered by the hotel for its customers and to temporary sub-letting of meeting, conference, banquet and (other) space (Organized Event Contract) of the ATLANTIC Hotel for holding events of all and any kind such as, meetings, conferences, seminars, family and other festivities and other events, and for all additional services and supplies rendered by the hotel for its customers especially gastronomic services provided by the respective ATLANTIC Hotel.

2. Divergent terms and conditions, and especially the customer's general terms of business, shall not apply unless the respective ATLANTIC Hotel expressly recognizes them in writing.

II. Closing of Contract

1. The Hotel Accommodation Contract and the Organized Event Contract shall respectively come about upon written confirmation by the ATLANTIC Hotel following a reservation enquiry made by the customer. The Hotel Accommodation Contract shall also come about via verbal confirmation if the reservation enquiry is made for the same day. The purpose and reason for the event are to be stated together with the reservation enquiry.

2. The respective ATLANTIC Hotel and the customer constitute the contracting parties. If a third party has made a reservation for the customer, then any such third party shall bear joint and several liability together with the customer vis-à-vis the ATLANTIC Hotel for all obligations arising under contract, provided that the ATLANTIC Hotel has a corresponding statement from such third party available to it. Each ordering party is nevertheless required to convey to the customer all relevant information related to reservations, including these same General Terms and Conditions.

3. The ATLANTIC Hotel may request from the customer and/or from third parties a reasonable advance payment and/or security deposit (e.g., insurance policies, deposits, guarantees), also for the sake of hedging against any damages.

4. Sub-letting or re-letting of provided hotel rooms, provided areas and other provided rooms and/or use thereof for purposes other than those stated in the order confirmation require prior, written approval by the ATLANTIC Hotel.

III. Services, Pricing, Payment

1. The ATLANTIC Hotel is required to have ready and provide the services assured to, and ordered by, the customer in accordance with the provisions of these same General Terms and Conditions.

2. The customer is required to pay the applicable or respective agreed prices of the ATLANTIC Hotel for the services assured to or provided to him. The same shall apply for services and advance expenses of the ATLANTIC Hotel vis-à-vis third parties as caused by the customer or the party that orders them. The customer or the ordering party shall moreover bear liability for payment of all services ordered by event participants and especially for food and beverages and other expenses caused by event participants.

3. Agreed prices shall include the respective sum of statutory value added tax (VAT). The ATLANTIC Hotel may reasonably increase the contractually agreed price; however, up to a maximum of 5%, in the event that the period between closing of contract and performance of contract exceeds six months and if the price, which the ATLANTIC Hotel generally charges for any such service, increases.

4. The ATLANTIC Hotel may also increase prices:

a) in the event of a Hotel Accommodation Contract, if the customer subsequently desires changes in the number of reserved hotel rooms, the service rendered by the ATLANTIC Hotel or in the duration of the customer's stay, and the hotel agrees to the same;

b) in the event of an Organized Event Contract, if the customer subsequently desires change of the size and/or number of reserved spaces and rooms, the number of event participants, the service provided by the ATLANTIC Hotel and/or in the duration of the event, and the ATLANTIC Hotel agrees to the same.

The ATLANTIC Hotel may charge additional expenses, especially for personnel, if no agreement is made concerning the duration of an event, and the event extends beyond 11 p.m..

5. Invoices of the ATLANTIC Hotel are due for payment immediately upon receipt without any deductions. The ATLANTIC Hotel is entitled, in the event of late payment, to charge the customer interest on arrears at a rate that is 5% above that base interest rate. The rate of interest on arrears in commercial business transactions is 8% above the base interest rate. The ATLANTIC Hotel reserves the right to assert higher damages. The ATLANTIC Hotel may charge a dunning fee of € 5.- for each dunning notice that it issues after default on payment occurs.

6. The ATLANTIC Hotel is entitled to issue an intermediate invoice, due for payment at any time, for debts that accrue during the customer's event and to request immediate payment.

7. The customer may only set off or reduce a debt against a debt of the ATLANTIC Hotel if any such debt of the customer is undisputed or established under a final judgement.

8. The ATLANTIC Hotel reserves the right to carry out a credit check and, if the result is negative, to withdraw from the contract or to demand advance payment.

IV. Cancellation by the Customer / Non-utilisation of the Services of the ATLANTIC Hotel

1. The customer's cancellation of the contract concluded with the ATLANTIC Hotel is possible solely if and when a cancellation right has been expressly agreed in the contract, there is a statutory cancellation right or the ATLANTIC Hotel expressly agrees to the cancellation of the contract. The agreement of any cancellation right as well as any agreement to cancellation of the contract should be recorded in writing.

2. If and when a deadline for the exercise of the cancellation right free of charge has been agreed, the customer may cancel the contract at any time prior to said deadline without becoming liable for payment or damage compensation claims to the ATLANTIC Hotel. The customer's cancellation right expires if it has not been exercised by submission of a message in writing to the ATLANTIC Hotel on or before the agreed deadline.

3. If and when a cancellation right has not been agreed or has expired, there is no statutory cancellation right and the ATLANTIC Hotel does not agree to the cancellation of the contract, the ATLANTIC Hotel retains its claim to the agreed compensation despite the non-utilisation of the services. The ATLANTIC Hotel shall offset any revenue from any other utilisation of the rooms as well as any savings in expenditures against the claim. If and when the rooms cannot otherwise be utilised, the ATLANTIC Hotel is entitled to request payment of the contractually agreed compensation and to offset a lump sum for savings in expenditures. In this case, the customer is obligated to pay a minimum of 90% of the contract price for overnight accommodation (with or without breakfast) and for lump sum arrangements including third-party services; 70% of the price for half-board arrangements; and 60% of the price for full-board arrangements. The customer is entitled to provide proof that the aforementioned claim did not arise or did not arise in the requested amount.

The following provisions apply additionally to event contracts:

1. If and when the right to cancellation free of charge has not been agreed or has expired, the customer will not be entitled to any statutory rights to cancellation free of charge, and if and when the ATLANTIC Hotel does not agree

to cancellation of the contract free of charge, the charges expressly agreed in the contract for spaces and rooms as well as any third-party services which have been engaged shall be paid even if and when the contractual services are not utilised. If and when the charges for spaces and rooms are not expressly itemised in the contract, but are instead included proportionately in the lump sum charge for conferences, the ATLANTIC Hotel may, in the event of cancellation of the contract, issue a bill for the amount attributable to the charges for spaces/rooms times the agreed number of participants. The ATLANTIC Hotel shall offset any revenues from any other use of the spaces/rooms.

2. If and when the customer cancels the contract in the period between 12 and 8 weeks in advance of the event, the ATLANTIC Hotel is entitled to charge in addition 25% of the lost revenue from the sale of food and drink. This charge increases to 50% for cancellations between 8 and 4 weeks in advance of the event and to 75% for cancellations at any later date.

3. The revenue from the sale of food and drink is calculated according to the formula: set price of meals at the event plus beverages times the number of participants. If no price was agreed for food and drink, the price for the least expensive three-course meal from the range of offered event services will be taken as a basis. Beverages will be calculated as one-third of the price for the set meal.

4. If and when a daily lump sum per participant has been agreed, the ATLANTIC Hotel is entitled to charge 25% of the daily lump sum times the agreed number of participants in the event of cancellations between 12 and 8 weeks in advance of the event. This charge increases to 50% for cancellations between 8 and 4 weeks in advance of the event, to 75% for cancellations between 4 weeks and 4 days in advance of the event and to 100% for any later cancellations.

5. The deduction of expenditures which are not incurred has been taken into account in Clauses 2 to 4. The customer is entitled to provide proof that the aforementioned claim did not arise or did not arise in the requested amount. The ATLANTIC Hotel is entitled to provide proof that the loss was greater.

V. Cancellation of the ATLANTIC Hotel

1. The ATLANTIC Hotel is likewise entitled, insofar the customer was granted a no-cost right of cancellation pursuant to Clause IV, Subclause 3, to withdraw from contract within the stipulated time period, provided that enquires for the reserved hotel rooms, spaces/rooms are present from other customers and if the customer fails to finally confirm his reservation within a reasonable time period upon further enquiry by the ATLANTIC Hotel.

2. The ATLANTIC Hotel is likewise entitled to withdraw from contract if the advance payment or security deposit, as agreed under Clause II, Subclause 3, is not performed within a reasonable time period specified for the same.

3. The ATLANTIC Hotel is furthermore entitled to withdraw from contract for good cause, and especially:

- if force majeure or other circumstances for which the ATLANTIC Hotel is not responsible, render performance of contract impossible;

- if hotel rooms, spaces/rooms are reserved under deceptive or false statement of essential facts, e.g., regarding the customer's identity or the purpose for reservation;

- if the ATLANTIC Hotel has justified reason to believe that use of the hotel service may jeopardize trouble-free business operations, the safety or the public reputation of the ATLANTIC Hotel, without any such reason attributable to the domain or organisational scope of the ATLANTIC Hotel;

- if an instance of unauthorized sub-letting or re-letting is given pursuant to Clause II, Subclause 4;

- if an instance is given pursuant to Clause VI, Subclause 3;

- if obligations pursuant to Clause VII, Subclause 3 are not fulfilled or not fulfilled properly or if fulfillment thereof was not evidenced or not evidenced properly to the ATLANTIC Hotel;

- if the ATLANTIC Hotel gains knowledge of circumstances that the customer's financial conditions have essentially deteriorated, and especially if the customer fails to pay debts due to the ATLANTIC Hotel or fails to furnish adequate collateral security for them, thereby making payment of the claims of the ATLANTIC Hotel appear in jeopardy;

- if a petition is filed against the customer's assets for opening insolvency proceedings, if a statutory declaration in lieu of oath is made in accordance with § 807, Rules of Civil Procedure, if an out-of-court proceeding is instituted for regulating the customer's debts or if the customer has ceased making payments;

- if an insolvency proceeding is opened against the customer's assets or if opening of the same is denied due to lack of assets or on other grounds.

4. The ATLANTIC Hotel is required to notify the customer immediately in writing prior to exercising its right of cancellation.

5. No claims to damages shall arise for the customer in the aforementioned instances of cancellation from contract.

VI. Arrival and Departure

1. The customer shall not acquire any right to provision of specific hotel rooms, spaces/rooms, unless the ATLANTIC Hotel has confirmed provision of specific hotel rooms, spaces/rooms in writing.

2. Reserved hotel rooms shall be available to the customer as of 3 p.m. on the agreed arrival date. The customer shall have no right to provision at an earlier time.

3. The customer is required to utilize reserved hotel rooms by 6 p.m., at the latest, on the agreed arrival date. If a later time of arrival is not agreed, then the ATLANTIC Hotel shall have the right to otherwise assign hotel rooms after 6 p.m. without the customer being able to derive any claims to damages from the same. The ATLANTIC Hotel shall insofar be entitled to a right of cancellation.

4. Hotel rooms shall be vacated and returned to the ATLANTIC Hotel by 11 a.m., at the latest, on the agreed departure date. The ATLANTIC Hotel may thereafter charge the day room rate for the hotel room up to 6 p.m., over and above any damages it incurs for additional use of the hotel room, and it may charge 100% of the valid, full accommodation price effective as of 6 p.m.. The customer is free to furnish evidence that the ATLANTIC Hotel incurred no damages or essentially lower damages.

VII. Obligations / Liability of the Customer

1. Exhibition or other items, including personal items, shall be located in event rooms and areas or in the ATLANTIC Hotel at the own risk of the contracting partner. The ATLANTIC Hotel assumes no liability for loss, perishing or damage, except in instances of gross negligence or intent of the ATLANTIC Hotel. Statutory liability pursuant to §§ 701, et seq., German Civil Code, shall remain unaffected.

2. Affixing decoration materials or the likes thereof and use of areas in the hotel that are outside of rented hotel rooms, areas/rooms, e.g., for exhibition purposes, shall require prior, written approval of the ATLANTIC Hotel and may be made contingent upon payment of additional remuneration. Any such items and other items that the customer brings with him must comply with local fire department and police regulations. Items that are not removed immediately or picked up 12 hours, at the latest, after termination of the event shall be stored in the hotel, and the customer shall subsequently owe the hotel reasonable remuneration for storing said items or at least the sum of costs for utilized storage space. The ATLANTIC Hotel may dispose of rubbish that the customer leaves behind at the customer's own expense.

3. The customer is required to obtain in due time all official permits as

required for the event at his own expense. It is the customer's incumbent obligation to comply with all requirements under public law and other regulations. The customer is required to immediately pay fees and charges due to third parties for the event, especially GEMA (Performing Rights Society) fees, entertainment tax, etc.

4. The customer is principally not permitted to bring food and beverages to the event. A written agreement may be made in special instances (e.g., national specialties); however, a service fee or respective cork fee shall be charged at minimum.

5. The customer shall undertake to clarify with the hotel immediately and unsolicited; however, by closing of contract at the latest, if provision of service and/or the event, would be appropriate, regardless of the political, religious or other nature thereof, for causing public interest in prosecution or for infringing on the hotel's interests. The hotel's prior written consent is principally required for newspaper advertisements, other advertising measures and publications that contain a reference to the hotel and/or, for example, contain invitations to job interviews or sales events. The hotel shall have the right to cancel the event if the customer breaches his clarification obligation or if any such publication appears without the hotel's approval. In any such instance, the provisions set out under Clause IV of the General Terms and Conditions (Cancellation by the Customer) shall apply accordingly.

6. The customer and the ordering party shall bear liability for all damages to the building or its inventory of contents caused by event participants, event visitors, employees or other third parties from his group or caused by the customer himself or his statutory representatives.

VIII. Liability of the ATLANTIC Hotel, Statute of Limitations

1. If malfunctions or defects occur in the services of the ATLANTIC Hotel, then the ATLANTIC Hotel shall put forth every effort, upon immediate complaint made by the customer, to provide remedy. Any claim to reduction of the contractually agreed remuneration shall not take effect if the customer culpably neglects to report a defect to the ATLANTIC Hotel.

2. The ATLANTIC Hotel shall bear liability as provided for under law for all damages caused by injury to life, limb or health.

3. The ATLANTIC Hotel shall bear liability for other damages caused by minor negligence only if any such damage is traceable to breach of and essential contractual obligation or breach of a cardinal contractual obligation in a manner that jeopardizes the object of the contract. Liability in any such instance is limited to damages that are usually foreseeable at the time when the contract is closed.

4. Liability of the ATLANTIC Hotel in instances of other damages is moreover limited for each separate damage claim and for all claims arising from or in conjunction with the contractual service to a maximum sum of € 5,000,000.- for property damages and to a maximum sum of € 100,000.- for pecuniary damages. Restriction and exclusion of liability shall not apply if other damages are based on an intentional or grossly negligent breach of obligation by the ATLANTIC Hotel, its statutory representative or management staff.

5. The forgoing liability restrictions apply for all damage claims regardless of the legal grounds for them, including claims based on tortious acts. The forgoing liability restrictions also apply in instances of any and all damage claims of the customer against employees or vicarious agents of the ATLANTIC Hotel. However, they do not apply in instances of liability for a defect after acceptance of warranty for the quality of an item or of a performed task or for fraudulent concealment of defects or in the event of personal injury.

6. The ATLANTIC Hotel shall bear liability for items that the customer brings with him in accordance with statutes under law, i.e., up to one hundred times the price of accommodation; however, up to a maximum sum of € 3,500.-. Liability for valuable items (cash, jewellery, etc.) is limited to € 800.-. Cash and valuable items that are stored in the hotel safe are insured up to a maximum sum of € 10,000.-. The ATLANTIC Hotel recommends that said storage option be used. Liability claims shall lapse if the customer fails to notify the ATLANTIC Hotel of loss, destruction or damage immediately after becoming aware of it.

7. No custodial contract shall come about insofar as a parking space is provided to the customer, also against remuneration, in the hotel garage or on a hotel car park. The ATLANTIC Hotel is under no obligation to maintain surveillance. The ATLANTIC Hotel shall bear no liability in the event of loss or damage of motor vehicles and their contents that are parked or manoeuvred on hotel property, provided that the ATLANTIC Hotel, its statutory representatives or vicarious agents are not required to bear liability for intent or gross negligence. In any such instance, damages must be asserted against the ATLANTIC Hotel by the time, at the latest, that the customer leaves the hotel property.

8. The ATLANTIC Hotel shall execute wake-up requests with major care. However, claims to damages are excluded, except for gross negligence or intent.

9. Messages, mail and deliveries of goods for the customer and/or event participants shall be handled with care. The ATLANTIC Hotel shall take over delivery and storage and – upon request – forwarding of the same against remuneration. Claims to damages are excluded, except for gross negligence or intent.

10. Items that the customer leaves behind shall be forwarded at the customer's request, risk and expense. The ATLANTIC Hotel is entitled to surrender the aforementioned kinds of items to the local lost-and-found department upon expiry of a maximum three-month period of custody and against charge of a reasonable fee.

11. The customer's claims to damages shall become statute barred two years, at the latest, from the date when the customer gains knowledge of the damage or three years, at the latest, from the date of the damaging event without consideration of any such knowledge of the event. The forgoing provisions shall not apply to injury to life, limb or health or for other damages based on an intentional or grossly negligent breach of obligation by the ATLANTIC Hotel or by a statutory representative or vicarious agent of the ATLANTIC Hotel.

IX. Closing Provisions

1. Amendments or supplements to this Contract, to the order acceptance or to these same Terms and Conditions for Hotel Accommodation shall be made in writing. Unilateral amendments or supplements by the customer are invalid.

2. The registered domicile of the respective ATLANTIC Hotel is deemed place of performance and place of payment.

3. The registered domicile of the respective ATLANTIC Hotel or Bremen, at the option of the respective ATLANTIC Hotel, is deemed exclusive venue of courts for commercial transactions – also for cheque and bill obligations. The registered domicile of the ATLANTIC Hotel shall be deemed venue of courts provided that a contracting partner does not have a domestic general venue of courts. However, ATLANTIC Hotel is entitled to make legal action and other judicial proceedings pending at the customer's general venue of courts.

4. The law of the Federal Republic of Germany shall apply.

5. If individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract are or become invalid or void, then this shall not affect the validity of the remaining provisions. Statutes under the law shall apply for all remaining purposes.