

General Terms and Conditions for the Hotel Accommodation Contract of the ATLANTIC Hotels and for events

I. Scope

1. These Terms and Conditions apply to the provision of hotel rooms (Hotel Accommodation Contract), any related further services and supplies provided to the customer, and the temporary provision of meeting, conference, banquet and (other) event spaces (Event Contract) of the ATLANTIC Hotel for holding events of any type, such as meetings, conferences, seminars, family and other celebrations, and other events, all other related supplies and services provided to the customer, in particular the supply of catering by the respective ATLANTIC Hotel.

2. Deviating provisions, in particular the customer's own general terms and conditions, shall not apply unless the respective ATLANTIC Hotel has given its express written consent.

II. Conclusion of contract

1. The Hotel Accommodation Contract and the Event Contract each come into effect when the ATLANTIC Hotel confirms the order in writing after the customer has made the booking request. The Hotel Accommodation Contract also comes into effect by means of a verbal confirmation if the booking request is made for the same day. When the booking is made via the hotel's own website, the contract is concluded by clicking the *"KOSTENPFLICHTIG BUCHEN"* (Confirm booking) button. The reason for and the purpose of the event shall be stated in the booking request.

2. The contractual partners are the respective ATLANTIC Hotel and the customer. If a third party has made the booking on behalf of the customer, the third party as the person making the booking together with the customer shall be jointly and severally liable to the ATLANTIC Hotel for all obligations arising from the contract, provided that the ATLANTIC Hotel has received a corresponding declaration from the third party. Irrespective of this, every person making a booking is obliged to forward all information relevant to the booking, in particular these General Terms and Conditions, to the customer.

3. The ATLANTIC Hotel may demand a reasonable advance payment and/or a security (e.g. insurance, sureties, bonds) from the customer and/or third party, also to cover any damage which may occur.

4. The sub-letting and re-letting of the hotel rooms, spaces and other rooms provided and/or their use for purposes other than those stated in the order confirmation require the prior written consent of the ATLANTIC Hotel. The right to cancel pursuant to Section 540 Para. 1 Sentence 2 of the BGB (German Civil Code) is excluded.

III. Services, prices, payment

1. The ATLANTIC Hotel is obliged to render and provide the services ordered by the customer and agreed by the hotel in accordance with these General Terms and Conditions.

2. The customer is obliged to pay the applicable or agreed prices of the ATLANTIC Hotel for the services agreed and which they have used. This shall also apply to services and expenditure of the ATLANTIC Hotel rendered to third parties which were arranged by the customer or the party making the booking. Furthermore, the customer and the party making the booking are liable for the payment of all services ordered by the event participants, in particular food and drink, and any other costs incurred by the event participants.

3. The prices agreed include the respective statutory value added tax. Local taxes which are payable by the guest themselves pursuant to the respective local laws, e.g. visitor's tax, are not included, however. If the period between the conclusion and the fulfillment of the contract exceeds six months and the price generally charged by the ATLANTIC Hotel for such services increases, the hotel may increase the contractually agreed price by a reasonable amount, but by no more than 5%.

4. The ATLANTIC Hotel may also change the prices when a) in the case of the Hotel Accommodation Contract, the customer subsequently wishes to make changes to the number of rooms booked, the services provided by the ATLANTIC Hotel or the duration of the customer's stay, and the hotel consents to such changes;

b) in the case of the Event Contract, the customer subsequently wishes to make changes to the size and/or the number of spaces and rooms they have booked, the number of event participants, the services provided by the ATLANTIC Hotel and/or the duration of the event, and the ATLANTIC Hotel consents to such changes. If no duration is agreed for the event, the ATLANTIC Hotel may charge for additional expenditure, particularly for staff, for events which go on after 11.00pm.

5. Invoices issued by the ATLANTIC Hotel are payable immediately upon receipt without deductions. The customer agrees that the invoice may be sent to them electronically. In the event of late payment, the ATLANTIC Hotel is entitled to charge consumers default interest at the rate of 5 percentage points above the current basic rate of interest. In business transactions, the late payment interest rate is 9 percentage points above the current basic rate of interest. The right of the ATLANTIC Hotel to claim the damage incurred was higher is reserved. The ATLANTIC Hotel may charge a reminder fee of €5.00 for each reminder after default.

6. The ATLANTIC Hotel is entitled to declare receivables accrued in the course of the customer's event in the ATLANTIC Hotel to be due at any time by issuing an interim invoice and to demand immediate payment.

7. The customer can only offset or reduce a claim by the ATLANTIC Hotel with an undisputed or legally established claim.

8. The ATLANTIC Hotel reserves the right to carry out a credit check and to withdraw from the contract or demand payment in advance in the event of an adverse report.

IV. Withdrawal of the customer/non-utilisation of the ATLANTIC Hotel's services

1. The customer may only withdraw from the contract concluded with the ATLANTIC Hotel when a right of withdrawal has been expressly agreed in the contract, there is a statutory right of withdrawal or when the ATLANTIC Hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal and any possible consent to the cancellation of the contract shall be provided in writing in each case.

2. If a deadline for exercising the right of withdrawal at no charge was agreed, the customer may withdraw from the contract until the deadline without incurring claims for payment or damages from the ATLANTIC Hotel. The customer's right of withdrawal expires if they fail to exercise this right in writing vis-à-vis the ATLANTIC Hotel by the agreed date.

3. If a right of withdrawal has not been agreed or has already expired, there is no statutory right of withdrawal and, if the ATLANTIC Hotel does not agree to cancel the contract, the ATLANTIC Hotel retains the right to the agreed remuneration despite the fact that the service was not used. The ATLANTIC Hotel shall take the income from renting the rooms to other parties and through the savings on expenditure into account. If the rooms are not rented to other customers, the ATLANTIC Hotel may demand the contractually agreed remuneration and deduct a set amount for any expenditure saved. In such a case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight stays, with or without breakfast, and for package arrangements involving outside services, 70% for overnight stays with half board and 60% for full board packages. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise in the amount demanded.

The following applies in addition for event contracts:

1. If the right of withdrawal without charge has not been agreed or has already expired, then there is no statutory right of withdrawal without charge, and if the ATLANTIC Hotel does not agree to the cancellation of the contract without charge, the costs for the spaces and rooms expressly stated in the contract and services arranged with third parties must be paid even when the contractual services have not been used. If the costs for the spaces and rooms were not expressly stated in the contract but contained pro-rata in the flat-rate fee for the event, then in the event of a withdrawal, the ATLANTIC Hotel may invoice the portion relating to the costs of the spaces/rooms x agreed number of participants. The ATLANTIC Hotel

shall take account of any income from any other possible renting out of the spaces/rooms.

2. If the customer withdraws between the 12th and 8th week before the date of the event, the ATLANTIC Hotel is entitled to invoice 25% of the lost food and drink sales, between the 8th and 4th week before the event date 50%, and for every later withdrawal 75%.

3. The food and drink sales are calculated in accordance with the formula: price of the event menu plus drinks x number of participants. If a price had so far not been

agreed for the food, it shall be based on the cheapest 3-course menu being offered for events at that time. Drinks shall be calculated at a third of the menu price.

4. If a flat-rate fee per participant had been agreed upon for the event, the ATLANTIC Hotel is entitled to invoice 25% of the event flat rate x agreed number of participants in the event of a withdrawal between the 12th and 8th week before the date of the event, 50% between the 8th and 4th week before the date of the event, 75% between the 4th week and the 4th day before the date of the event, and 100% for every later withdrawal.

5. The deduction of expenditure saved is provided for by Para. 2 to 4. The customer shall be at liberty to prove that the aforementioned claim did not arise or did not arise in the amount demanded. The right of the ATLANTIC Hotel to prove the damage was higher is reserved.

V. Withdrawal by the ATLANTIC Hotel

1. Insofar as the customer has been granted a right of withdrawal without charge pursuant to Clause IV Para. 2, the ATLANTIC Hotel is likewise entitled to withdraw from the contract within the agreed period if other customers enquire about the booked hotel rooms, spaces/rooms and the customer does not provide final confirmation of the booking before a suitable deadline in response to an enquiry from the ATLANTIC Hotel.

2. If an agreed advance payment or security pursuant to Clause II Para. 3 is not provided before a specified suitable deadline, the ATLANTIC Hotel is likewise entitled to withdraw from the contract.

3. Moreover, the ATLANTIC Hotel is entitled to withdraw from the contract for good cause, particularly if

-- force majeure or other circumstances beyond the control of the ATLANTIC Hotel render the fulfillment of the contract impossible;

- hotel rooms, spaces/rooms are booked with misleading or false information about material facts, such as the identity of the customer or the purpose;

- the ATLANTIC Hotel has justified cause to believe that the use of the hotel's services might jeopardise the smooth operation, the security or the public reputation of the ATLANTIC Hotel, without this being attributable to the ATLANTIC Hotel's sphere of control or organisation;

- the purpose or reason for the stay or event is unlawful;

- unauthorised sub-letting or re-letting pursuant to Clause II Para. 4 has occurred;

- Clause VI Para. 3 applies;

- the obligations pursuant to Clause VII Para. 3 are not fulfilled or not properly fulfilled or proof of fulfillment has not been provided or has not been properly provided to the ATLANTIC Hotel;

- the ATLANTIC Hotel becomes aware that, since the contract was concluded, the financial situation of the customer has considerably worsened, especially if the customer does not settle the ATLANTIC Hotel's due claims or provide sufficient security and thus the payment claims of the ATLANTIC Hotel are deemed to be at risk;

- the customer files an application for the opening of insolvency proceedings in respect of their assets, submits an affidavit pursuant to Section 807 of the *Zivilprozessordnung* (German Code of Civil Procedure), initiates extra-judicial proceedings for the settlement of debts, or has suspended their payments;

- insolvency proceedings in respect of the assets of the customer have been opened or the opening of the same has been rejected for lack of assets or for other reasons.

4. The ATLANTIC Hotel must notify the customer in writing without delay that it is exercising its right to withdraw from the contract.

5. In the aforementioned cases of withdrawal, the customer is not entitled to damages.

VI. Arrival and departure

1. The customer does not acquire any entitlement to the provision of specific hotel rooms, spaces/rooms unless the ATLANTIC Hotel has confirmed in writing that specific hotel rooms, spaces/rooms will be provided.

2. Booked hotel rooms are available to the customer from 3.00pm on the agreed arrival date. The customer is not entitled to have the room provided any earlier.

3. The customer shall take up booked hotel rooms no later than 6.00pm on the agreed day of arrival. Insofar as a later arrival time has not been expressly agreed upon, the ATLANTIC Hotel has the right to allocate booked hotel rooms to other guests after 6.00pm without the customer having the right to assert a claim for compensation from this. The hotel is entitled to withdraw from the contract in this case.

4. The hotel rooms must be cleared and made available to the ATLANTIC Hotel no later than 11.00am on the agreed date of departure. After this time, the ATLANTIC Hotel may charge the daily room rate for the further use of the room up to 6.00pm over and above the damage it thereby incurs, after 6.00pm 100% of the applicable full board and lodging price will be charged. The customer is at liberty to prove that the ATLANTIC Hotel has incurred no or considerably less damage.

VII. Obligations/liability of the customer

1. The contract partner shall bear the risk relating to exhibits or other items including personal property which have been brought into the event spaces or the ATLANTIC Hotel. The ATLANTIC Hotel assumes no liability for loss, destruction or damage, except in the case of gross negligence or wilful intent on the part of the ATLANTIC Hotel. The statutory liability pursuant to Section 701 ff. of the BGB (German Civil Code) remains unaffected by this.

2. The written consent of the ATLANTIC Hotel is required to put up decorative material or similar and to use areas in the hotel outside the rented hotel rooms, spaces/rooms for exhibition purposes, for example, and can be made subject to the payment of an additional fee.

These and other items brought in by the customer must comply with the local fire protection and other regulations. If they are not collected immediately, or within 12 hours of the event ending at the latest, they shall be stored in the hotel, for which the customer must pay an appropriate fee, at minimum in the amount of the rental costs of the spaces used. Any rubbish left by the customer may be disposed of by the ATLANTIC Hotel at the customer's expense.

3. The customer shall obtain any official permits which are needed for an event in good time at their own expense. They are responsible for complying with any obligations under public law and other regulations. They shall pay any fees due to third parties for the event, in particular GEMA (performing rights) fees, entertainment tax, etc., directly to the creditor.

4. The customer is forbidden to bring food and drink to events as a matter of principle. In special cases (e.g. national specialities), a written agreement for this can be made; a service charge and/or corkage will be invoiced at minimum.

5. The customer undertakes to inform the hotel immediately without being requested to do so, and upon conclusion of the contract at the latest, as to whether the provision of the services and/or the event, on account of the political, religious or other nature, is likely to arouse public interest or harm the interests of the hotel. Newspaper advertisements, other advertising measures and publications which make reference to the hotel and/or contain invitations to job interviews or sales events, for example, require the written consent of the hotel as a matter of principle. If the customer violates this obligation to provide information or if publication takes place without such consent, the hotel has the right to cancel the event. In this case, the provisions of Clause V of the General Terms and Conditions (Withdrawal by the ATLANTIC Hotel) apply accordingly.

6. The customer and the party making the booking shall be liable for all damage to buildings or hotel property caused by participants at the event, visitors to the event, staff or other third parties associated with the customer, or the customer themselves or their legal representatives.

VIII. Liability of the ATLANTIC Hotel, statutory limitation

1. Should any disruptions to or defects in the services provided by the ATLANTIC Hotel arise, the ATLANTIC Hotel shall attempt to remedy the situation in response to a prompt complaint from the customer. If the customer culpably fails to notify the ATLANTIC Hotel of a defect, then the customer shall not be entitled to a reduction in the contractually agreed payment.

2. The ATLANTIC Hotel is liable according to the statutory provisions for all damage resulting from injury to life, limb and health.

3. For other damage resulting from slight negligence, the ATLANTIC Hotel shall be liable only if it is ascribable to an infringement of an essential contractual obligation or, alternatively, of a cardinal obligation in a manner which endangers the purpose of the contract. In such cases liability shall be limited to foreseeable damage typical for the contract.

4. For any other damage, the liability of the ATLANTIC Hotel is over and above this limited to an amount of €5,000,000 maximum for damage to property and to a maximum of €100,000 for any financial loss for each insurance claim individually and all insurance claims arising from and in connection with the contractual services. The limitation on liability and the exclusion of liability do not apply if the other damage is based on a wilful or grossly negligent breach of duty by the ATLANTIC Hotel, its legal representatives or managerial staff.

5. The limitations on liability hereinbefore apply to all claims for damages regardless of their legal foundation including claims arising from unlawful acts. The limitations on liability hereinbefore shall equally apply to any claims for damages by a customer against employees or vicarious agents of the ATLANTIC Hotel. They do not apply in cases of liability for a defect after taking over a guarantee for the quality of an object or a service, for fraudulently concealed defects or in the case of personal injury.

6. In respect of property brought into the hotel, the ATLANTIC Hotel is liable to the customer according to the statutory provisions, i.e. up to one hundred times the accommodation rate, but up to a maximum of €3,500. For valuable items (cash, jewellery etc.) this liability is limited to €800. Money and valuables which are stored in the hotel safe are insured up to a maximum value of €10,000. The ATLANTIC Hotel recommends that guests avail themselves of this possibility. Liability claims expire if the customer does not immediately notify the ATLANTIC Hotel upon learning of the loss, destruction or damage.

7. If the customer is provided with a parking space in the hotel garage or on a hotel car park, even if a fee is charged, this does not constitute a contract of safe custody. The ATLANTIC Hotel has no surveillance obligations in this respect. The ATLANTIC Hotel is not liable for loss or damage to vehicles, and their contents, which are parked or moving about on the hotel premises insofar as the ATLANTIC Hotel, its legal representatives or its vicarious agents have not been wilful or grossly negligent. In this case, the claim must be made against the ATLANTIC Hotel on leaving the hotel premises at the latest.

8. The ATLANTIC Hotel provides wake-up calls with the utmost care. Claims for damages, except in the event of gross negligence or wilful intent, are excluded.

9. Messages, mail and goods deliveries for customers and/or participants are handled with care. The ATLANTIC Hotel will deliver, store and, if requested, forward such items for a fee. Claims for damages, except in the event of gross negligence or wilful intent, are excluded.

10. Items left behind by the customer will be forwarded at the request, risk and expense of the customer. After storing the aforementioned item(s) for three months maximum, the ATLANTIC Hotel is entitled to transfer the item(s) over to the local lost property office for a suitable fee.

11. The customer's claims for damages are barred by limitation after two years from the time the customer becomes aware of the damage at the latest or after three years from the time of the damaging event at the latest regardless of any knowledge. This shall not apply in the case of liability for damage resulting from injury to life, limb or health as well as any other damage caused by a wilful and grossly negligent breach of duty on the part of the ATLANTIC Hotel, a legal representative or vicarious agent of the ATLANTIC Hotel.

IX. Final provisions

1. Any amendments or supplements to the contract, the order acceptance or these General Terms and Conditions for Hotel Accommodation shall be made in writing. Unilateral amendments or supplements by the customer are invalid.

2. The place of performance and place of payment shall be the registered office of the respective ATLANTIC Hotel.

3. The exclusive place of jurisdiction – for disputes over cheques and bills of exchange as well – in commercial dealings is the registered office of the respective ATLANTIC Hotel or Bremen at the discretion of the ATLANTIC Hotel in question. If a contractual partner does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the ATLANTIC Hotel. The ATLANTIC Hotel is entitled to bring an action and take other legal proceedings at the general place of jurisdiction of the customer, however.

4. The law of the Federal Republic of Germany shall apply. The application of the UN Sales Convention and the conflict of laws provisions is excluded.

5. The ATLANTIC Hotel also points out that it is neither obliged nor willing to participate in any out-of-court dispute resolution proceedings, such as those conducted by the Out-of-Court Dispute Resolution Body for Verbraucher und Unternehmer e.V (Consumers and Entrepreneurs e.V.) or the Universalschlichtungsstelle des Bundes (Federal Universal Conciliation Board).

6. To fulfil the accommodation contract, personal data are collected in accordance with our privacy policy (<https://www.atlantic-hotels.de/en/privacy-policy/>).

7. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In all other respects, the statutory provisions shall apply.