

# OUR FULL SERVICE FOR YOU

The Dorint Kongresshotel Mannheim in the Congress Center Rosengarten offers a comprehensive trade fair service on site, which realizes your ideas quickly and flexibly.

We support you in all gastronomic aspects of your planning. Whether special catering concepts, ambitious cuisine or modern equipment – we provide all services for your trade fair appearances.

Please fill out our order forms and then ensure we receive them as soon as possible by e-mail. This will enable us to quickly begin addressing your particular needs and requirements.

Naturally, your special needs and individual requests will be received anytime.

Your Dorint Kongresshotel Mannheim Team

Acceptance deadline for orders: 21 days prior to the official beginning of the event (first day of congress or trade fair). Please note that we charge a 25% surcharge on orders received after deadline.

The conditions agreed here are gross including the currently valid value added tax on the respective service components. Both parties agree that these conditions are based on a net calculation. Changes in value added tax or other taxes and duties that occur or are added during the event period do not affect this net basis (gross conditions less VAT). Both parties are aware that this will change the gross conditions accordingly.

The Dorint Kongresshotel Mannheim reserves the right to increase prices for offers beyond the current calendar year.



# ORDER FORM

**Our delivery times\*:** 8:00 a.m. – 5:00 p.m.

You can fill this form out at your own computer an then it's a straightforward question of e-mailing it to **messe.mannheim@dorint.com** or faxing it to us on **+49 621 4106-417**. You can reach our trade show telephone during the congress from 8:00 a.m. to 5:00 p.m. on **Tel. +49 162 1052861**. Please place your repeat orders exclusively via the trade show telephone.

Name of event:
Date of event:
Booth number:
Room name:
Name of company:
Contact person:
Phone:
E-mail:

**Acceptance deadline for orders:** 21 days prior to the official beginning of the event (first day of congress or trade fair). Please note that we charge a 25 % surcharge on orders received after deadline.

**Note:** Glasses, dishes, cutlery, thermal boxes, and other equipment are not included by default unless expressly mentioned, and can be added on pages 9 and 10 if desired. Meals are delivered in environmentally friendly disposable packaging. Individual packages cannot be combined.

\* The actual delivery time may differ +/- 10 minutes from the agreed time due to the transport route.



# Beverages

**Glasses**<sup>\*\*</sup> for your beverage order can be found on **page 9**. For each delivery. we charge a **logistics flat fee of € 25**.

			Date:	
Beverage	Price	Unit	Quantity	Delivery time
Teinacher still 0.25 I	€ 40.00	Crate à 20 bottles		
Teinacher classic 0.25 I	€ 40.00	Crate à 20 bottles		
Teinacher still 0.75 I	€ 45.00	Crate à 12 bottles		
Teinacher classic 0.75 I	€ 45.00	Crate à 12 bottles		
Coca-Cola <sup>(1. 3. 13)</sup> 0.2 I	€45.00	Crate à 24 bottles		
Coca-Cola light <sup>(1. 3. 10. 13)</sup> 0.2 l	€ 45.00	Crate à 24 bottles		
Teinacher Genuss Schorle Apfel 0.33 I	€ 25.00	Crate à 12 bottles		
Apple juice 0.2 I	€ 45.00	Crate à 24 bottles		
Orange juice 0.2 I	€ 54.00	Crate à 24 bottles		
Orange juice 1.0 I	€ 55.00	Crate à 6 bottles		
Teinacher Genuss Limonade Lime Mint 0.33 I	€ 25.00	Crate à 12 bottles		
Teinacher Genuss Limonade Blackcurrant-Elder 0.33 l	€ 25.00	Crate à 12 bottles		
Eichbaum Pils <sup>(20)</sup> 0.33 I	€ 53.00	Crate à 24 bottles		
Eichbaum active <sup>(20)</sup> 0.33 I	€ 53.00	Crate à 24 bottles		
Eichbaum wheat <sup>(20)</sup> 0.5 I	€ 53.00	Crate à 20 bottles		

\* The actual delivery time may differ +/- 10 minutes from the agreed time due to the transport route.

\*\* Dishes and cutlery are not included by default unless explicitly mentioned. Meals are delivered in environmentally friendly disposable packaging.



# Beverages

**Glasses and thermal boxes**<sup>\*\*</sup> for your beverage order can be found on **page 9**. For each delivery, we charge a **logistics flat fee of € 25**.

			Date:	
Beverage	Price	Unit	Quantity	Delivery time
House sparkling wine <sup>(5,31)</sup> 0.75 I	€ 18.50	per bottle		
House wine red <sup>(5, 31)</sup> 0.75 I	€ 20.00	per bottle		
Hauswein rose <sup>(5,31)</sup> 0.75 I	€ 20.00	per bottle		
Hauswein white <sup>(5, 31)</sup> 0.75 I	€ 20.00	per bottle		

# Hot beverages

Glasses and thermal boxes<sup>\*\*</sup> for your beverage order can be found on page 9. For each delivery, we charge a logistics flat fee of € 25.

			Date:	
Beverage	Price	Unit	Quantity	Delivery time
Coffee $^{(13)}\!,$ incl. Milk $^{(26)}$ and sugar	€ 10.00	per pot		
Tea (various flavours), incl. Milk $^{\rm (26)}$ and sugar	€ 10.00	per pot		

\* The actual delivery time may differ +/- 10 minutes from the agreed time due to the transport route.

\*\* Dishes and cutlery are not included by default unless explicitly mentioned. Meals are delivered in environmentally friendly disposable packaging.



# Food

Reorders for the following day are only possible upon request and subject to availability. A cancellation of the food order is not possible. All mentioned prices include the statutory value added tax.

## Tableware, cutlery, and thermal boxes\*\* can be added on page 9.

Individual packages cannot be combined. We charge a logistics flat fee of 25 per delivery.

			Date:	
Cakes & Co.	Price	Unit	Sets	Delivery time
Croissants <sup>(20, 26)</sup>	€ 30.00	Set of 10 pieces		
Danish pastry (nut loop/butter crumble mixed) <sup>(20, 24, 26, 27)</sup>	€ 30.00	Set of 10 pieces		
Sheet cake (cheese- and apple crumble mixed, approx. $5 \times 7 \text{ cm}^{(20, 22, 24, 25, 26, 27, \in 30, \in 32)}$	€ 30.00	Set of 10 pieces		
Blueberries muffins (20, 22, 25, 26, € 30, € 32)	€ 32.50	Set of 10 pieces		
Chocolate muffins (20, 22, 24, 25, 26, 27, € 30, € 32)	€ 32.50	Set of 10 pieces		
Mini Coffee Break cake vegan <sup>(20, 25)</sup> (3 assorted)	€ 35.00	Set of 48 pieces		
Sheet cake vegan (apple crumble) <sup>(20, 25)</sup>	€ 35.00	Set of 10 pieces		
Pretzel without butter (20, 26)	€ 35.00	Set of 10 pieces		
Pretzel-stick with butter <sup>(20, 26)</sup>	€ 60.00	Set of 10 pieces		

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# Food

Reorders for the following day are only possible upon request and subject to availability. A cancellation of the food order is not possible. All mentioned prices include the statutory value added tax.

## Tableware, cutlery, and thermal boxes\*\* can be added on page 9.

Individual packages cannot be combined. We charge a logistics flat fee of 25 per delivery.

			Date:	
Pastry products	Price	Unit	Sets	Delivery time
Wraps mixed <sup>(2, 26)</sup>	€ 60.00	Set of 20 pieces		
Sandwich corners mixed <sup>(1, 2, 3, 9, 10, 20, 22, 25, 26, 28, 29)</sup>	€ 60.00	Set of 20 pieces		
Whole grain bread slices with salam <sup>(2, 3, 5, 20, 26, 29, 31)</sup>	€ 55.00	Set of 20 pieces		
Whole grain bread slices with Gouda <sup>(2, 20, 22, 26)</sup>	€ 55.00	Set of 20 pieces		
Spelt whole grain bread slices with chicken <sup>(2, 9, 20, 22, 26, 29)</sup>	€ 65.00	Set of 20 pieces		
Spelt whole grain bread slices with Gouda <sup>(2, 9, 20, 22, 26, 29)</sup>	€ 65.00	Set of 20 pieces		

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\*\* Dishes and cutlery are not included by default unless explicitly mentioned. Meals are delivered in environmentally friendly disposable packaging.



# Food

Tableware, cutlery, and thermal boxes<sup>\*\*</sup> can be added on page 9. Individual packages cannot be combined. We charge a logistics flat fee of 25 per delivery.

			Date:	
Fingerfood	Price	Unit	Sets	Delivery time
Small veal meatball in the bowl (20, 22, 28, 29)	€ 20.00	Set of 10 pieces		
Vegan potato salad <sup>(29)</sup> in the bowl, approx. 250 g	€ 45.00	Set of 10 pieces		
Packet of portioned mustard <sup>(28, 29)</sup>	€ 45.00	Set of 100 pieces		
Packet of portioned ketchup <sup>(28)</sup>	€ 45.00	Set of 100 pieces		
Packet of portioned mayonnaise (22, 29)	€ 45.00	Set of 100 pieces		
2 satay skewers <sup>(1, 20, 25)</sup> , approx. 30 g	€ 55.00	Set of 10 pieces		
Asian sauce, bottle 230 ml.	€ 8.00	1 bottle		
Cold Vienna sausages <sup>(2, 3, 28, 29)</sup>	€ 20.00	Set of 10 pieces		
Cold Mini quiche, approx. 50 g, with				
Lorraine (2,3,20,22,26)	€ 20.00	Set of 10 pieces		
Tomato <sup>(3, 20, 22, 26)</sup>	€ 20.00			
Spinach feta (3, 20, 22, 26)	€ 20.00	_		
Mozzarella <sup>(26)</sup> with tomato and pesto <sup>(22, 26, 27)</sup> in a dip glass	€ 20.00	Set of 10 pieces		
Cheese <sup>(1,26)</sup> grape cubes in a dip glass, approx. 80 g	€ 20.00	Set of 10 pieces		
Bread confectionery <sup>(2,20)</sup>	€ 17.50	Set of 10 pieces		
Vegan/Lactose-free bread (20)	€ 10.00	Set of 13 slices		
Delacre Tea Time biscuit mix <sup>(1, 20, 22, 25, 26, 27)</sup> , 1000 g	€ 55.00	1 box		
Peanuts <sup>(24)</sup> , 28 x 50 g	€ 46.00	Set of 28 pcs.		

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# Food

Tableware, cutlery, and thermal boxes<sup>\*\*</sup> can be added on page 9. Individual packages cannot be combined. We charge a logistics flat fee of 25 per delivery.

			Date:	
Fruit	Price	Unit	Sets	Delivery time
Fruit salad to go $^{(3)}$ , approx. 150 g	€ 8.00	per portion		
Apple, green <sup>(7)</sup>	€ 35.00	Single-variety pieces in a set of 20 pieces		
Apple, red <sup>(7)</sup>	€ 35.00	Single-variety pieces in a set of 20 pieces		
Banana	€ 35.00	Single-variety pieces in a set of 20 pieces		
Pear	€ 35.00	Single-variety pieces in a set of 20 pieces		

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Additives: (1) artificial colouring, (2) preservative, (3) antioxidant, (4) flavor enhancer, (5) sulfuretted, (6) blackened, (7) waxed, (8) phosphate, (9) sweeteners, (10) phenylalanine source, (11) can have a laxative effect by excessive consumption, (12) genetically modified, (13) caffeine, (14) quinine Allergens: (20) gluten, wheat and products thereof, (21) crustaceans and products thereof, (22) eggs and products thereof, (23) fish and products thereof, (24) peanuts and products thereof, (25) soybeans and products thereof, (26) milk, products thereof and lactose, (27) nuts, (28) celery and products thereof, (29) mustard and products thereof, (30) sesame seed and products thereof, (31) sulphur dioxide and sulphites, (32) lupin and products thereof, (33) molluscs and products thereof

Reorders for the following day are only possible upon request and subject to availability. The cancellation of an order is not possible. All mentioned prices include the statutory value added tax.

Place, date:

Order submitted by:

**Acceptance deadline for orders:** 21 days prior to the official beginning of the event (first day of congress or trade fair). Please note that we charge a 25 % surcharge on orders received after deadline.



# Glasses, cutlery and porcelain, thermal boxes

			Date:	
	Price	Unit	Sets	Delivery time
Wine glasses, 25 pcs (1 rack)**	€ 50.00	per rack		
Water glasses, 25 pcs (1 rack)**	€ 50.00	per rack		
Champagne glasses, 36 pcs (1 rack)**	€ 50.00	per rack		
Beer glasses, 24 pcs. (1 rack)**	€ 50.00	per rack		
Knife	€ 1.50	per piece		
Fork	€ 1.50	per piece		
Teaspoon	€ 1.50	per piece		
Coffee cup	€ 3.50	per piece		
Espresso dish set (cup + saucer)	€ 2.75	per set		
Medium-sized plate (21 cm diameter)	€ 3.00	per piece		
Thermal box (rental item)***	€ 12.00	per piece		

\*\* Glasses can only be ordered by the rack. Please note that our beer, sparkling wine, and water glasses are branded by our contractual partners.

\*\*\* Suitable for ice cubes and warm food. Please do not store warm food in the boxes for more than 2 hours. In case of loss, we charge € 50.00 per box

\* The actual delivery time may differ +/- 10 minutes from the agreed time due to the transport route.



# Equipment

			Date:	
	Price	Unit	Sets	Delivery time
Fully automatic coffee machine (Rental item)**	€ 650.00	for the entire trade fair period		
Coffee beans (13)	€ 30.00	per 1 kg		
Espresso beans <sup>(13)</sup>	€ 30.00	per 1 kg		
Milk <sup>(26)</sup>	€ 4.50	per liter		
Milk, lactose-free (26)	€ 5.50	per liter		
Soy milk Barista (25)	€ 7.00	per liter		
Sugar sticks	€ 25.00	per 100 pcs.		
To go-cups	€ 30.00	per 100 pcs.		
Packed ice cubes	€ 35.00	per 10 kg		
Packed crushed ice	€ 35.00	per 10 kg		
Thermal box (rental item)	€ 12.00	per piece		
Paper napkins	€ 20.00	per 200 pcs.		
Bottle opener (for purchase)	€ 2.00	per piece		

\*\* For the coffee machine please order a 220V connection plus power cable at the event agency m:con.

All prices indicated here are inclusive of statutory VAT.

Place, date:

Order submitted by:

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# GENERAL INFORMATION

**Our delivery times\*:** 8:00 a.m. - 5:00 p.m.

## Fair telephone on site: +49 162 1052861

## **Terms of delivery**

Acceptance deadline for orders (without exception): 21 days prior to the official beginning of the event (first day of congress or trade fair). Please note that we charge a 25 % surcharge on orders received after deadline.

Your order can only be taken in conjunction with the provision of your credit card details. For this purpose, please provide us with the credit card number, validity and verification number as indicated below. The Dorint Credit policy includes a 100 % pre-payment of ordered goods. You will receive a deposit-invoice after we received your order. We will send you an invoice after the event.

Dorint

Kongresshotel Mannheim

Credit card number	Credit card expiry date	Approval code

I hereby authorise that the total invoice amount be charged to the credit card account specified above.

Name (printed letters)

Signature

## On the spot orders have to be settled cash or by credit card directly.

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## Self-catering at trade fair stands

The Dorint Kongresshotel Mannheim has exclusive catering rights for the CCM Rosengarten and in the hotel. Should food and/or beverages are nevertheless brought in by exhibitors during the event, the Dorint Kongresshotel is entitled, irrespective of whether additional food and/or beverages are purchased from Dorint, to charge the exhibitor 16.50 plus VAT per square meter of stand space per day.  $\in$  16.50 plus VAT per square meter of stand space and day as compensation for the lost turnover. If the order value of the goods ordered from Dorint for the exhibition stand exceeds 3,500  $\in$ , then the compensation sum shall be cancelled. As a matter of principle, the presence and/or involvement of third-party caterers is prohibited.

Place, date:

Order submitted by:

\* The actual delivery time may differ +/- 10 minutes from the agreed time due to the transport route.

# **Dorint** Kongresshotel Mannheim

# GENERAL INFORMATION

**Our delivery times\*:** 8:00 a.m. – 5:00 p.m.

The exhibitor is under obligation to accept the role of joint and several debtor with responsibility for payment of all charges made by the hotel for the services outlined above. Controlling shall be undertaken by the on-site staff of the Dorint Kongresshotel Mannheim. Should you not be in attendance personally, please give us the name(s) of a person or persons authorised to sign.

Name of event:
Date of event:
Booth number:
Room name:
Name of company:
Contact person:
Invoice address:
Telephone:
_

Fax:

Appending your signature to this document constitutes entering into a contract, the legal basis of which is the General Terms and Conditions of Dorint GmbH as currently in force. By appending your signature, you also affirm that you have read and understood the appended General Terms and Conditions and that you are in agreement with them. The invoice for your orders placed will be sent to you after the event has ended, whereby the invoice address shall be the address you have given above.

I hereby accept the General Terms and Conditions of Dorint GmbH as printed on page 13 and 14.

Place, date:

Order submitted by:

\* The actual delivery time may differ +/- 10 minutes from the agreed time due to the transport route.







HOMMAGE

## GENERAL TERMS AND CONDITIONS FOR EVENTS IN GERMAN HOTELS UNDER THE BRANDS ESSENTIAL BY DORINT, DORINT HOTELS & RESORTS AND HOMMAGE LUXURY HOTELS COLLECTION

## I. Scope

- 1. These terms and conditions apply to contracts regarding the rental use of conference, banquet and function rooms of the respective hotel by the customer for holding events such as banquets, seminars, conferences etc. as well as for all other services and deliveries connected with this (hereinafter referred to uniformly as "services") that are provided by the hotel, where-by hotel is understood to be all "Dorint", "Essential by Dorint" and "Hommage" hotels located in the Federal Republic of Germany regardless of the identity of the person who operates the services (hereinafter each of them referred to as "hotel"). In this sense, an operator can be Essential by Dorint GmbH (AG Köln, HRB 98777), Dorint GmbH (AG Köln, HRB 59251) or 5HALLS HOMMAGE HOTELS GmbH (AG Köln, HRB 98777), a company associated with these in accordance with § 15 AktG, a licensee of the aforementioned parties or of a third party whose hotel business is managed by one of the aforementioned operators here for account of another.
- The subletting or re-letting of the rooms, areas or cabinets provided as well as the invitation to job interviews, sales or similar events requires the prior written agreement of the hotel, whereby Section 540 Paragraph 1 Sentence 2 BGB is waived.
- The customer's terms and conditions shall only apply if this has been expressly agreed in writing.
- 4. For the purposes of these terms and conditions, customers are both consumers and entrepreneurs within the meaning of Sections 13, 14 BGB. The customer is a promoter within the framework of the agreed contracts pursuant to Clause 1 Sentence 1.

## II. Conclusion of contract, contracting parties; liability, statute of limitations

- The contract becomes effective through the hotel's acceptance of the customer's request. Should the hotel make the customer a binding offer, the contract becomes effective through the customer's acceptance of the hotel offer. In the event that the booking is made via the hotel's website, the contract becomes effective by clicking the "BOOK WITH OBLIGATION TO PAY" button. In all three cases, the hotel is at liberty to confirm the contractual agreement in writing.
- 2. Contracting parties are the hotel and the customer. If the customer/purchaser is not the promoter moter themselves or a commercial intermediary or organiser is brought in by the promoter, the promoter is liable together with the customer as joint debtors for all obligations arising from the contract, provided that the hotel has received a corresponding declaration from the customer or promoter.
- 3. In the event of damages caused, the hotel and/or its operator shall be liable for wilful misconduct and gross negligence – including its vicarious agents – in accordance with the statutory provisions. The same applies to damages caused by negligent conduct arising from injury to life, limb or health. In the event of material or pecuniary damages caused by negligent conduct, the hotel and/or its operator and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but the amount shall be limited to the damage foreseeable and typical for the contract at the time of conclusion of the contract; material contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely. Should disruptions or defects in the services the hotel provides occur, the hotel will endeavour to remedy them as soon as it becomes aware of them or immediately after receiving a complaint from a customer. The customer is obliged to make all reasonable efforts to remedy the disruption and keep any possible damage to a minimum, and to notify the hotel immediately of any disruption or damage.
- 4. All claims from the customer or third party against the hotel become time-barred after 1 year from the beginning of the knowledge-dependent regular limitation period within the meaning of Section 199 Para. 1 BGB. Claims for damages against the hotel, however, become time-barred no later than 3 years from the breach of duty, with the necessary awareness, and no later than 10 years from the breach of duty without the necessary awareness. This reduction of the limitation period does not apply:
  - in the case of claims based on intent or gross negligence on the part of the hotel including its vicarious agents.

- in the event of damages caused by negligent conduct arising from injury to life, limb or health. In the event of property and financial losses due to negligence, the reduced limitation periods do not apply in the case of a breach of an essential contractual obligation. Essential contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely.

### III. Services, prices, payments, offsetting

- 1. The hotel is obliged to provide the services ordered by the customer and agreed by the hotel.
- The customer is obliged to pay the hotel's usual or agreed prices for these and other services used. This also applies to services and expenses of the hotel ordered by the customer to third parties, in particular also to claims of copyright collecting societies.
- 3. The agreed prices are inclusive of current taxes at the time of the formation of the contract. In the event of changes to the statutory VAT or the introduction, change or abolition of local levies on the subject of agreement after the formation of the contract, the prices will be adjusted accordingly. In contracts with consumers this shall only apply if the time period between the formation of the contract and fulfilment of the contract exceeds 4 months.

- 4. Invoices issued by the hotel without a due date are payable within 10 calendar days of receipt of the invoice without deduction. The hotel is entitled to declare accrued receivables to be due at any time and to demand immediate payment. In the case of a late payment, the hotel is entitled to demand the respective current statutory default interest at the current rate of 9 percendays points above the base interest rate or, in the case of legal transactions involving a consumer, at the rate of 5 percendays points above the base interest rate. In addition, the hotel can charge a fee amounting to € 5 per reminder in the event of defaults. The proof and assertion of a higher damage remain reserved to the hotel.
- 5. The hotel is entitled to demand a reasonable advance payment at any time. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
- The customer can only offset or reduce a claim of the hotel with an undisputed or legally valid claim.
  - 7. The customer agrees that the invoice can be sent to them electronically.

## IV. Withdrawal of the customer (cancellation)/failure to make use of the hotel services (No Show)

- The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract or in these General Terms and Conditions, if another legal right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. Agreement to a right of withdrawal as well as any possible consent to a cancellation of the contract must be made in writing.
- 2. Provided that a deadline for the free withdrawal from the contract has been agreed between the hotel and the customer, the customer can withdraw from the contract until that point, without triggering payment or compensation claims from the hotel. The customer's right of withdrawal shall expire if they do not exercise their right to withdraw from the hotel by the agreed deadline.
- 3. If a right of withdrawal has not been agreed or has already lapsed, no statutory right of withdrawal or termination exists and the hotel does not agree to cancellation of the agreement, the hotel retains the claim to the agreed remuneration despite the failure to make use of the service. The hotel is to take the revenue from further renting of the rooms as well as the saved expenses into account. The expenses saved in each case can be calculated in accordance with Sentence 3 and in the case of events with overnight stays in accordance with Clause IV No. 3 Sentence 3 AGBH (hotel accommodation general terms and conditions) in deviation from the lump sum expenses saved in Clause IV No. 3 Sentence 4 AGBH specified in the AGBH according to the following scales.

## 4. Customers entitled to free cancellation (proportion of agreed total volume)\*

Persons/Conference offer = pax / Room nights = RN								
up to 15 pax/RN		16 - 30 pax/RN		31 - 50 pax/RN				
up to 21 days	100%	up to 28 days	100%	up to 42 days	100%			
before arrival	free	before arrival	free	before arrival	free			
up to 14 days	50%	up to 21 days	50%	up to 28 days	50%			
before arrival	free	before arrival	free	before arrival	free			
up to 7 days	25%	up to 14 days	25%	up to 21 days	25%			
before arrival	free	before arrival	free	before arrival	free			
up to 1 day before arrival	max. 1 room and/or 1 participant free	up to 7 day before arrival	10% free	up to 14 days before arrival	10% free			
		up to 1 day before arrival	max. 2 rooms and/or 2 participants free	up to 1 day before arrival	max. 2 rooms and/or 2 participants free			
51 - 100 pax/RN		101 - 150 pax/RN		151 - 250 pax/RN				
up to 90 days	100%	up to 120 days	100%	up to 150 days	100%			
before arrival	free	before arrival	free	before arrival	free			
up to 42 days before arrival	50%	up to 90 days	50%	up to 120 days	50%			
	free	before arrival	free	before arrival	free			
up to 28 days	25%	up to 42 days	25%	up to 90 days	25%			
before arrival	free	before arrival	free	before arrival	free			
up to 14 days	10%	up to 21 days	10%	up to 42 days	10%			
before arrival	free	before arrival	free	before arrival	free			
up to 1 day before arrival	max. 3 rooms and/or 3 participants free	up to 7 days before arrival	5% free	up to 21 day before arrival	5% free			
		up to 1 day before arrival	max. 3 rooms and/or 3 participants free	up to 1 day before arrival	max. 4 rooms and/or 4 participants free			

Persons/Conference offer = pax / Room nights = RN								
251 - 350 pax/RN		351 - 500 pax/RN		> 500 pax/RN				
up to 180 days	100%	up to 240 days	100%					
before arrival	free	before arrival	free					
up to 150 days	50%	up to 180 days	50%					
before arrival	free	before arrival	free					
up to 120 days	25%	up to 90 days	25%					
before arrival	free	before arrival	free					
up to 60 days	10%	up to 60 days	10%	individual				
before arrival	free	before arrival	free					
up to 14 days	5%	up to 14 days	5%					
before arrival	free	before arrival	free					
up to 1 day before arrival	max. 4 rooms and/or 4 participants free	up to 1 day before arrival	max. 5 rooms and/or 5 participants free					

## \* The scale can only be used once.

The specification of the respective number of people/RN refers to the real group size and is not an addition of the event days. E.g. 100 people on 3 days fall into the cancellation group 100 pax/RN and not the group for 300 pax/RN. If different numbers of people are booked on different event days, the higher number of people is representative. The same applies if the number of rooms and conference participants differ.

The percendays indications apply accordingly to other services related to events such as room rental, additional food and drink or booked workshops. In the event that an agreed minimum turnover is not reached, which is composed of the conference flat rate, additional drinks or conference technology, the difference to the agreed minimum turnover is charged as room rent. In the event of full cancellation and therefore failure to reach the minimum turnover, this is charged according to the aforementioned table.

- 5. The portions of the event/overnight stays to be cancelled free of charge represent the lump sum saved expenses. The hotel is therefore entitled to charge the customer for the portions of the event/overnight stays that can no longer be cancelled free of charge and to withhold this from the deposit, provided that this has been paid.
- 6. The customer is at liberty to prove that the claim did not arise or did not arise in the amount claimed. The hotel is at liberty to prove that a higher claim has arisen.

#### V. Withdrawal from the contract by the hotel

- 1. Insofar as it has been agreed that the customer may withdraw from the contract free of charge within a specific period, the hotel is also entitled to withdraw from the contract free of charge during this period, if there are enquiries from other customers regarding the contractually booked rooms/conference offers and the customer does not waive its right to withdraw at the hotel's request within 2 weeks. Should the guest let this period lapse without acting, the hotel is entitled to withdraw. This applies accordingly in the event of a concession of an option, if other enquiries exist and the customer is not ready to make a firm booking upon enquiry by the hotel with a time limit of 2 weeks.
- If an agreed or demanded advance payment pursuant to III. Clause 5 is not made even after a reasonable grace period of 5 working days set by the hotel has expired, the hotel is also entitled to withdraw from the contract.
- Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, especially if...
  - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
  - events are culpably booked with misleading or false information regarding essential facts (e.g. regarding the identity of the customer or the purpose);
  - the hotel has reasonable grounds to believe that the event may jeopardise the smooth business operations, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organisation;
  - there is a breach of I. Clause 2;
  - the purpose or the reason for the event is illegal;
  - the hotel has issued a house ban to the guest.
- 4. In the event of justified withdrawal by the hotel, the customer has no claim to compensation.

## VI. Change to the participant number, event time and the seating

- 1. In the event of an upward deviation, the actual number of participants will be calculated.
- In the event of deviations in the participant number by more than 10% upwards or downwards, the hotel is unilaterally entitled to newly determine the agreed prices as well to swap the confirmed rooms, unless this is found to be unreasonable by the customer in individual cases.
- If the agreed start and end times of the event are moved and the hotel agrees to these deviations, the hotel can charge an appropriate fee for its additional services provided, unless the hotel is at fault.
- 4. It is possible to make a change to the contractually agreed seating free of charge up to 48 hours before the beginning of the event. After this time, the hotel is entitled to demand an expense allowance for the change, which can also be agreed verbally between the contracting parties.

### VII. Bringing food and drink

In principle, the customer may not bring food and drink to events. Exceptions require previous written agreement from the hotel. In these cases, an appropriate contribution is charged to cover the overhead costs.

#### VIII. Technical equipment and connections

- If the hotel provides technical or other equipment/facilities from third parties for and at the behest of the customer, it shall act in the name of, in authority of and for the account of the customer. The customer is liable for the careful handling and the proper return. They shall fully indemnify the hotel against all third-party claims arising from the use of these facilities/ equipment.
- 2. The use of the customer's own electrical equipment while using the hotel's power supply requires the hotel's prior written agreement. Any disruptions or damage to the hotel's technical equipment arising from the use of these devices are to be borne by the customer, unless the hotel is responsible for this. The hotel may record and charge for the electricity costs arising from this use as a lump sum.
- With the hotel's prior written agreement, the customer is entitled to use their own telephone, telefax and data transmission devices. The hotel can demand an appropriate connection fee for this.
- If, due to the use of the customer's own equipment, suitable equipment/facilities of the hotel remain unused, an appropriate compensation fee may be charged for this.
- Faults in the technical or other equipment provided by the hotel will be resolved immediately as far as possible. Payments cannot be withheld or reduced unless the hotel is responsible for these faults.

#### IX. Loss or damage to items brought

- 1. Exhibits or other (personal) belongings brought along in the event rooms or in the hotel are at the customer's own risk. The customer is not granted power of the keys. The hotel assumes no liability for loss, destruction or damage, except in the event of gross negligence or intent on the part of the hotel. Excluded from this are damages arising from injury to life, limb or health. In addition, all cases in which, due to the circumstances of the individual case, the safekeeping represents an obligation typical for the contract (which the customer may rely on within the framework of the contract) are excluded from this exemption from liability. Decorative material brought along must fully comply with fire protection requirements. The hotel is entitled to demand official proof of this in advance. If such proof is not provided in good time, the hotel is entitled to remove any material already brought in at the customer's expense. Due to possible damage, the installation and attachment of items must be agreed with the hotel in detail in advance.
- 2. Should the customer wish to send event equipment or material to the hotel in advance, this will require the express agreement of the hotel. In accordance with type, duration, and scope, the hotel is entitled to demand appropriate compensation for expenses, which the customer must agree to in advance. Otherwise, the provisions of Clause 1 apply.
- 3. Exhibits or other items brought along must be removed immediately after the event has ended. If the customer fails to do this, the hotel can remove and store these at the customer's expense. If the items remain in the event room in a way that is contrary to the contract, the hotel can charge an appropriate compensation for use for the duration of the stay. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise in the amount claimed. Furthermore, the proof and assertion of a higher damage remain reserved to the hotel.

### X. Liability of the customer for damage

- The customer is liable for all damage to the building or the hotel caused by event participants or visitors, employees, other associated third parties or the customer themselves. If the customer is an entrepreneur, the latter shall be liable regardless of any proof of fault by the hotel; a consumer shall only be liable in the event of fault.
- At any time, the hotel may demand that the customer provide appropriate security (e.g. insurance, deposits, guarantees).

### XI. Notice for consumers to the EU consumer arbitration board

In accordance with the legal obligation, the hotel points out that the European Union has established an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): ec.europa.eu/consumers/odr

However, the hotel does not participate in dispute resolution procedures before consumer arbitration boards.

#### XII. Final provisions

- Amendments or supplements to the contract, the acceptance of a booking order or these general terms and conditions for events shall be made in writing. Unilateral amendments or supplements by the customer are invalid.
- 2. Place of performance and payment as well as exclusive place of jurisdiction also for cheque and exchange disputes for commercial dealings is Cologne. Insofar as a contracting party fulfils the requirements of Section 38 Para. 2 ZPO (Code of Civil Procedure) and does not have a general place of jurisdiction within the country, the place of jurisdiction shall be the registered office of the hotel.
- 3. German law applies exclusively. The use of the UN Sales Convention and the conflict of laws is excluded.
- Should individual provisions of these general terms and conditions for events be invalid or void, the validity of the remaining provisions shall not be affected. In all other respects, the statutory provisions apply.

### As of: October 2023

Essential by Dorint GmbH

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