GENERAL TERMS AND CONDITIONS OF SALES

Applicable to the following hotels of the Odyssey Hotel portfolio Germany

Hotel	Franchisegeber	Rechtsträger (Betreiber / OpCo) HRB-Nummer	Eingetragene Geschäftsanschrift	Liefer- und Korrespondenz-anschrift
Courtyard Bremen	unter Lizenz von Marriott International	Odyssey Bremen GmbH HRB 53720	Kaiserleistraße 43 63067 Offenbach	Theodor-Heuss-Allee 2 28215 Bremen
Moxy Darmstadt	unter Lizenz von Marriott International	Odyssey Darmstadt GmbH HRB 97869	Kaiserleistraße 43 63067 Offenbach	Georg-Ohm-Straße 1 64295 Darmstadt
Moxy Duesseldorf South	unter Lizenz von Marriott International	Odyssey Düsseldorf GmbH HRB 83390	Kaiserleistraße 43 63067 Offenbach	Bonner Str. 59 40589 Düsseldorf
Moxy Hamburg Altona	unter Lizenz von Marriott International	Odyssey Hamburg GmbH HRB 51596	Kaiserleistraße 43 63067 Offenbach	Kühnehöfe 8 22761 Hamburg
Residence Inn Hamburg Altona	unter Lizenz von Marriott International	Odyssey Hamburg GmbH HRB 51596	Kaiserleistraße 43 63067 Offenbach	Kühnehöfe 10 22761 Hamburg
Moxy Hamburg - Finkenwerder	unter Lizenz von Marriott International	Odyssey Hamburg Finkenwerder GmbH HRB 52667	Kaiserleistraße 43 63067 Offenbach	Neßdeich 188 21129 Hamburg
Moxy Frankfurt Airport Kelsterbach	unter Lizenz von Marriott International	Odyssey Kelsterbach GmbH HRB 97829	Kaiserleistraße 43 63067 Offenbach	Am Weiher 1 65451 Frankfurt am Main
Moxy Outletcity Metzingen	unter Lizenz von Marriott International	Odyssey Metzingen GmbH HRB 52401	Kaiserleistraße 43 63067 Offenbach	Reutlinger Str. 60 72555 Metzingen
AC Hotel Mainz	unter Lizenz von Marriott International	Odyssey Mainz GmbH HRB 77127	Kaiserleistraße 43 63067 Offenbach	Bahnhofpl. 8 55116 Mainz
Stuttgart Marriott Hotel Sindelfingen	unter Lizenz von Marriott International		Kaiserleistraße 43 63067 Offenbach	Mahdentalstraße 68 71065 Sindelfingen
AC Hotel Wuerzburg	unter Lizenz von Marriott International	Odyssey Würzburg GmbH HRB 53053	Kaiserleistraße 43 63067 Offenbach	Schweinfurter Str. 12 97080 Würzburg
Moxy Wuerzburg	unter Lizenz von Marriott International	Odyssey Würzburg GmbH HRB 53054	Kaiserleistraße 43 63067 Offenbach	Schweinfurter Str. 10 97080 Würzburg
AC Hotel Berlin Humboldthain Park	unter Lizenz von Marriott International	Odyssey Berlin Marienhof GmbH HRB 56017	Kaiserleistraße 43 63067 Offenbach	Hochstraße 3 13357 Berlin
Moxy Berlin Humboldthain Park	unter Lizenz von Marriott International	Odyssey Berlin Marienhof GmbH HRB 56017	Kaiserleistraße 43 63067 Offenbach	Hochstraße 2 13357 Berlin
Mövenpick Hotel Münster	unter Lizenz der ACCOR Hospitality Germany GmbH		Kaiserleistraße 43 63067 Offenbach	Kardinal-von-Galen-Ring 65 48149 Münster

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***operated by* Odyssey Offenbach GmbH**
("Manager")
Kaiserleistrasse 45, 63067 Offenbach am Main
Germany

I. Scope of application

1. These General Terms and Conditions shall apply to contracts for the lease of "hotel rooms" and conference, banquet and event rooms (hereinafter: "**Premises**") and to all other services and deliveries linked thereto (hereinafter: "**Service Performance**") of the *insert operating company* (hereinafter: "**Hotel**") and the customer (hereinafter: "**Customer**"); the Hotel and the Customer are hereinafter also referred to as the "**Parties**").
2. The Customer's general terms and conditions shall only be applicable if the Parties have so agreed in writing.

II. Conclusion of contract

The Hotel's offers shall be without obligation. The contract shall come into being through the acceptance by the Hotel of the Customer's order. The Hotel shall not be obliged to confirm in writing that a contract has been entered into.

III.Subletting / Nature of use

1. The subletting or further letting of the hotel rooms, premises, areas or display cases and invitation to job interview or sales events and similar events shall be subject to the prior consent of the Hotel in text form (section 126b BGB, German Civil Code). Sentence 2 of Section 540 (1) BGB shall not be applicable in business transactions.
2. The Customer hereby undertakes to inform the Hotel, without delay and of its own accord, but not later than the time the contract is concluded, as to whether the Service Performance and/or the event, whether due to its political, religious or other character, is capable of arousing public interest or of being detrimental to the interests of the Hotel. Press reports, other advertising measures which feature a reference to the Hotel and/or which contain, for example, invitations to job interviews or sales events shall as a fundamental rule be subject to the written consent of the Hotel. If the Customer is in breach of this obligation to inform or if such publication is made without the said

consent, the Hotel shall have the right to cancel the event. In this case Clause VI.4. shall apply as stated therein (payment of agreed fee).

IV. Provision, handover and return of rooms

1. The Customer shall not acquire any right to the provision of specific rooms unless the Hotel has confirmed the provision of a specific room in writing.
2. Except where agreed otherwise with the Customer, hotel rooms shall be at disposal as from 3 pm on the date of arrival (check-in time). The Customer shall have no right to provision of a room at an earlier time. If the Customer can only arrive on the day following the starting day of the booking, the Hotel shall only be obliged to keep the rooms booked by the Customer free until check-out time on that day if the Customer informs the Hotel of its delayed arrival no later than on the original arrival day.
3. On the day of departure, the rooms must be vacated by 12 noon at the latest (check-out time). If the rooms are not vacated in due time, the hotel may charge 50% of the room price stated in the price list for the additional use of the room until 6 pm, and as from 6 pm 90% of the full room price as stated in the price list. This arrangement shall not bring into being any contractual claims as between the Hotel and the Customer. The Customer shall however be permitted to furnish proof that the Hotel has incurred no loss or substantially less loss.

V. Services / prices / payment / offsetting / security right

1. The Hotel shall be obliged to hold the hotel rooms and Premises booked by the Customer at disposal and to render the agreed services.
2. The Customer shall be obliged to pay the Hotel's prices for the Service Performance that are applicable or have been agreed. This shall also apply to services ordered by the Customer and expenses incurred by the Hotel vis-à-vis third parties. Where services are utilised in the course of normal hotel operations or in the restaurant area which require staff to be made available, the Hotel shall be entitled, in case of use after midnight, to charge an appropriate extra amount per hour or part thereof.
3. The agreed prices shall include the statutory value added tax applicable at the time and any possible local taxes or levies, for example accommodation tax, where the Customer uses the hotel rooms, premises and other services of the Hotel for living his private life and meeting his personal needs.
4. If the period between the conclusion of the contract and the agreed date of arrival is longer than four (4) months and if the price charged by the Hotel for the service is raised across the board – after the time the contract is concluded – for the service that is the subject matter of the contract, the agreed price may be raised without the Customer's consent, but by 10% at most. If the agreed price is raised by more than 10% the Customer shall be entitles to withdraw from the contract.

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5. In the event of a rise in the rate of statutory VAT applicable at the time of conclusion of the contract, the gross price for the service under contract shall be raised by the percentage difference between the two VAT rates concerned. In the same way, if the rate of statutory VAT is decreased, the gross price shall be reduced by the difference between the two rates.
6. The currency for the settlement of accounts shall be EURO. In the event of payment with foreign legal tender, the exchange rate differences and the bank fees shall be charged to the party required to make payment.
7. The prices may be adjusted by the Hotel if the Customer requests subsequent changes to the number of booked rooms or Premises, to the service provided by the Hotel and to the guests' length of stay and the Hotel agrees thereto.
8. The Hotel's bills without due date shall be payable within ten days of the receipt of the bill. In case of default on payment the Hotel shall be entitled to require payment of the statutory interest on default applicable at the given time. The Hotel reserves the right to furnish proof of a greater loss, and the Customer of a smaller loss.
9. The Hotel shall be entitled at any time to require payment of a reasonable amount in advance or provision of security, for example in the form of a credit card guarantee. This shall be without prejudice to the statutory provisions regulating prepayments or provision of security for package trips.
10. Notwithstanding the above subclause 8. and except where the prepayment amounts and the payment dates have been agreed otherwise in the contract, in written form, the following prepayments shall be deemed agreed:

a) for the accommodation of groups with 50 or more room nights
   - 10 % deposit at conclusion of contract, as guarantee, plus
   - 50 % deposit 90 calendar days before arrival of group, plus
   - 30 % deposit 30 calendar days before arrival of group,
   - balance after presentation of bill and at due date

b) for events ordered with an order volume of EUR 10,000 or more (for room hire, incidental costs, food and beverage sales)
   - 10 % deposit at conclusion of contract, as guarantee, plus
   - 50 % deposit 90 calendar days before start of event, plus
   - 30 % deposit 30 calendar days before start of event,
   - balance after presentation of bill and at due date.

11. The Customer may only set off claims that are undisputed or have been finally established at law against claims by the Hotel.
12. The Hotel shall have a security right under section 704 BGB for its claims regarding all objects brought into the Hotel by the Customer.

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VI. "No show" / withdrawal / cancellation/ Early Departure by Customer

1. Withdrawal by the Customer from the contract concluded with the Hotel shall, subject to the provisions of clause VI. no. 4., require the consent of the Hotel in text form (section 126b BGB). Change or cancellation requests for existing bookings must be submitted in writing (e.g., via email) and are only valid upon written confirmation from the hotel. Please note that replies to the automated confirmation email are not technically delivered or processed, as this is an unmonitored no-reply address; such messages are not considered received.
2. The agreed fee for rented hotel rooms must, subject to the provisions of clause VI. no. 4., be paid even if the consent required under subclause 1. has not been given or if the booking is cancelled by the Customer or if the Customer does not show up. The Hotel must accept the crediting to the Customer of the value of the expense it saves and of the benefits which accrue to it (the Hotel) through letting to other customers. In the event of withdrawal, the Customer shall as a fundamental rule, subject to the provisions of clause VI. no. 4., be obliged to pay 90% of the contractually agreed price for accommodation with or without breakfast, 70% for half board and 60% for full board arrangements. The Customer shall however be permitted to provide evidence that the Hotel has incurred no loss whatsoever or much less loss.
3. The agreed fee for rented Premises must, subject to the provisions of clause VI. no. 4., be paid even if the written consent required under subclause 1. has not been given or if the booking is cancelled by the Customer or if the Customer does not show up. In the case of unwarranted withdrawal from the contract by the Customer (cancellation) the Hotel shall be entitled, having credited the Customer for any expense it may have saved, to require 90% of the total order amount (including the revenue from the food sales not made) and, in the case of cancellation up to 4 working days before the start of the event and, in the case of later cancellation, to require 100% of the total order amount (including the revenue from the food sales not made). If no price has been agreed for the food, the amount shall be based on the most inexpensive 3-course menu in the event offer valid at the time. The Customer reserves the right to provide evidence that no loss whatsoever or much less loss has been incurred and the Hotel that greater loss has been incurred.

4. In the event of early departure by the guest after the expiry of the free cancellation period, the hotel is entitled to charge 90% of the package price for the remaining, unused days of the booked stay

5. The foregoing subclauses shall not apply in the event of a breach by the Hotel of the obligation to take account of the Customer's rights, legal assets and interests if the latter can no longer be reasonably expected to adhere to the contract or is entitled to other statutory or contractual rights of withdrawal.

VII. Withdrawal by the Hotel

1. If a right to withdraw within a specific period of time has been agreed, the Hotel shall for its part, during that same period, be entitled to withdraw from the contract if enquiries about the contractually reserved rooms and Premises have been received from other customers and the Customer, on enquiry by the Hotel, does not waive his right of withdrawal.
2. If and insofar as the provision of prepayments has been agreed with the Customer and the Customer does not effect same even within an appropriate time extension set by the Hotel together with a warning of refusal of performance, the Hotel shall be entitled to withdraw from the contract.
3. The Hotel shall also be entitled to withdraw from the contract for objectively justified cause, for example if
    - force majeure or other circumstances beyond the control of the Hotel make it impossible to perform the contract (for instance, strike or power cut);
    - the information given while booking is misleading or incorrect in respect of material facts, e.g. the person of the guest or the purpose of the booking;
    - the Hotel has well-founded reason to believe that the use of the Hotel's services may be hazardous to smooth business operations or the safety of the Hotel or its reputation among the general public without this being within the controlling or organisational responsibility of the Hotel;
    - the purpose of or occasion for the stay in the Hotel is unlawful;
    - the Customer sublets the rooms provided or lets them to the next guest or arranges their use for purposes other than accommodation without the prior written consent of the Hotel.
4. The withdrawal shall be without prejudice to the Hotel's right to require payment of damages.
5. Justified withdrawal by the Hotel shall not bring into existence a right by the Customer to claim damages.

VIII. Number of participants / account settlement for events

1. The Customer shall be obliged to inform the Hotel, at the time the contract is concluded, of the probable number of participants in the event planned. The Hotel must be informed of a change of more than 5% five working days to the number of participants before the start of the event; the Hotel's consent thereto shall be required.
2. In the case where the Hotel charges for services according to the number of persons registered (for example, food and beverages etc.), where there is an increase in the registered and contractually agreed number of participants, the charge shall refer to the actual number of persons.
3. A reduction by the Customer of the number of participants by no more than 5% shall be recognised by the Hotel in the billing. If the 5% limit is exceeded, the billing shall be based on the originally agreed number of participants less 5%. The Customer shall have the right to reduce the agreed price by the expense saved due to the smaller number of participants, the onus being on the Customer to provide evidence of the amount saved.
4. If the agreed starting and closing times of the event are shifted without the prior written consent of the Hotel, the Hotel may bill the Customer for additional costs for the performance of services unless the Hotel is responsible for the shifting of the times.
5. In the case of events which continue after 11 pm the Hotel may bill for the labour expenses on the basis of an itemised statement except where the agreed fee already allows for a period lasting beyond 11 pm. The Hotel may also pass on to the Customer, on the basis of the itemised statement, the staff's travel expenses if they have to make their way home after the end of public transport opening hours.

IX. Bringing food / beverages to events

1. The Customer may not bring food and beverages with it to the event. Exceptions shall be subject to written agreement. In this case a fee will be charged. The Hotel shall have no liability for damage or loss caused by food which is brought to the event unless the Hotel can be charged with wilful intent or negligence.
2. The Hotel shall assume no liability for damage or loss caused food and beverages which are taken with them by the Customer or a third party after an event unless the Hotel can be charged with wilful intent or gross negligence..

X. Technical equipment and connections for events

1. Where the Hotel obtains technical and other equipment from third parties for the Customer at the latter's request, it (the Hotel) shall be acting on behalf of, as authorised by and for the account of the Customer. The Customer shall be liable for the careful handling and correct return of the equipment and shall indemnify the Hotel against any and all claims by third parties arising from the obtaining and providing of the said equipment unless the claims are due to culpable acts by the Hotel.
2. In the case of installation of technical fittings and fixtures the Hotel may require same to be approved by TÜV (German technical inspection authority) or a comparable inspection company and require the Customer to present the test certificate without delay and of its own accord.
3. The use of the Customer's own electrical equipment utilising the Hotel's power supply shall be subject to the latter's written consent. The Hotel shall be entitled to charge a flat-rate usage fee for that purpose. The Customer shall have liability for any down conditions of or damage to the Hotel's technical installations caused by the use of the Customer's equipment unless such fall within the range of the Hotel's responsibility. If damage occurs to the property of third parties or vis-à-vis third parties, the Customer alone shall have liability therefor and shall indemnify the Hotel against claims by third parties.
4. The Customer shall, subject to consent by the Hotel, be entitled to use its own telephone, fax and data transmission facilities; the Hotel may charge a connection fee for said purpose.
5. The Hotel shall where possible immediately remedy any down condition of technical or other equipment that was provided by the Hotel. It shall not be possible to withhold or reduce payment except where the Hotel is responsible for such down condition.
6. In the event that the Customer arranges for the performance of music, the Customer shall be obliged to do the necessary reporting to and settlement with GEMA.
7. The Customer shall at its own expense and in good time obtain the official permits necessary for an event.

XI. Liability, decoration materials and exhibits at events

1. Notice of deliveries of material for an event must be given to the Hotel five (5) days before delivery in order to ensure acceptance and the necessary storage.
2. Exhibits and other, including personal, items brought to the Hotel shall be in the event areas or in the Hotel at the Customer's risk. The Hotel shall assume no liability for loss, destruction or damage and also not for financial loss, except in case of gross negligence or wilful intent by the Hotel. This shall not include loss arising from loss of life, physical injury or damage to health. Furthermore, all cases in which the safekeeping, due to the circumstances of the individual case, constitutes an obligation under standard contract conditions shall be excluded from this exemption from liability. This shall be without prejudice to the statutory liability laid down in sections 701 ff. BGB.
3. Decoration material brought to the Hotel must comply with the requirements of technical fire protection. The Hotel shall be entitled to require official evidence thereof. If that evidence is not provided, the Hotel shall be entitled to remove, at the Customer's expense, such material which has already been brought to the Hotel. In view of possible damage, the installation and affixing of objects in the Hotel must be cleared with the Hotel in advance.
4. The exhibits and other objects brought to the Hotel must be removed by the Customer without delay after the end of the event. If the obligation set forth in the foregoing sentence is not fulfilled, the Hotel shall have the right to effect the removal and storage at the expense of the other contracting party or to charge an appropriate space rent for the period the said objects are left in the Hotel. The Customer shall be entitled to provide evidence that the aforesaid right has not come into being or not on the scale claimed.
5. Packing material (cartons, cases, crates, protective plastic etc.) delivered by the Customer must be disposed of or taken away by the Customer itself after the event. If the Customer does not meet this obligation, the Hotel may dispose of the packing material at the Customer's expense.
6. The foregoing provisions shall also apply to objects which were leased from outside firms and brought onto the Hotel's premises under commission from the Customer.

XII. Customer's liability for damage or loss

1. The Customer shall have liability for any and all damage to the building or inventory of the Hotel which is caused by it (the Customer), by participants in or visitors to the event, its staff and other third parties.
2. The Hotel may require the Customer to provide appropriate security (e.g. insurance, deposits, guarantees).

XIII. General liability of Hotel; time-barring

1. The Hotel's liability when it is at fault, or the persons discharging obligations on its behalf are at fault – on whatever legal grounds, subject however to the provisions of subclause 2. – shall be limited to wilful intent and gross negligence.
2. In case of culpable physical injury, loss of life or damage to health of a natural person the Hotel shall be liable even in the case of minor negligence. Furthermore, the Hotel shall also be liable for merely minor negligent breach of a material contractual obligation, the amount however being limited to the financial losses which the Hotel should have foreseen, at the time the contract was concluded, as a possible consequence of the breach of obligation. For the purposes of this clause, material contractual obligations are those obligations whose fulfilment makes the proper performance of the contract and the achievement of its purpose possible in the first place and on compliance with which the Customer may normally rely according to the content and purpose of the contract. The Hotel shall have unlimited liability for culpability in cases of physical injury, loss of life or damage to health of a natural person. The same shall apply to any possible claims under the German product liability act.
3. Should an event actually not be able to take place due to official orders effective at the time of the event, in particular those for containing the COVID-19-pandemic and/or a further wave of the COVID-19-pandemic and/or a subsequent pandemic - for example due to a ban on the event and/or capacity restrictions in and/or hygiene regulations (such as distance regulations etc.) for the event rooms, which do not permit the event to take place - the Parties agree that the Hotel is not responsible for such impossibility in the meaning of Sec. 275 of the German Civil Code. Against this background, any liability of the Hotel for the cancellation of the event is expressly excluded. This shall not apply to injury to life, body or health or due to gross negligence
4. Objects brought with the Customer shall be in the Hotel at the Customer's risk. The Hotel shall assume no liability for loss,

destruction or damage except in case of gross negligence or wilful intent.

5. Statutory liability under sections 701 ff. BGB shall remain unaffected by subclause 4. The Hotel shall be liable to the Customer under the relevant statutory provisions for objects brought into the hotel room, that is, up to 100 times the room rate, EUR 3500.00 at most, and for money, negotiable securities and valuables up to EUR 800.00; such money, securities and valuables may be deposited in the room safe up to the maximum value of the insurance amount of EUR 800.00 provided for by the hotel in question. The Hotel shall recommend that the Customer make use of this facility. The claims to liability shall, under section 703 BGB, lapse if and when the Customer does not report any loss, destruction or damage to the Hotel immediately after gaining knowledge thereof.
6. Where a parking space is placed at the Customer's disposal in the hotel garage or on a hotel parking lot – irrespective of charged or free of charge – this shall not give rise to a safekeeping contract within the meaning of sections 688 ff. BGB. The Hotel shall have no liability for loss of or damage to the vehicle and its contents except in case of wilful intent or gross negligence.
7. The Hotel shall follow wake-up-call instructions with the greatest care. Claims for damages which are not due to gross negligence or wilful intent shall be excluded.
8. Messages, post and packages delivered for the Customer shall be handled with care. The Hotel shall take delivery and ensure the safekeeping and forwarding – on request and for a fee – of same. Claims for damages which are not due to gross negligence or wilful intent shall be excluded.
9. The time-barring of the Customer's claims shall, as a fundamental rule, be governed by the relevant statutory provisions. Otherwise than in section 195 BGB, the period of limitation for all claims by the Customers shall be one year. This shall not apply to claims on grounds of a defect in the cases provided for in section 438 (1) no.2 and section 634a (1) no. 2 BGB. Otherwise than in section 190 (3) no. 1 BGB and section 199 (4) BGB, claims for damages and other claims irrespective of knowledge or grossly negligent lack of knowledge shall become time-barred at five years after they come into being. The foregoing exceptions shall not apply to claims for damages on grounds loss of life, physical injury, damage to health or loss of freedom or if the Hotel is charged with wilful intent or gross negligence.

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XIV. Lost property

Articles left behind shall only be forwarded on request. The Hotel shall hold articles left behind in safekeeping for 6 months. After that time the articles will be handed over to the local lost property office.

XV. Data protection

Personal data shall be processed in accordance with the provisions of data protection law applicable at the time. Details thereof can be found in the Hotel's privacy policy, which is accessible at https://www.*insert the necessary link*.

XVI. Information on resolution of consumer disputes

1. With reference to the German act on the alternative resolution of disputes in consumer matters (VSBG), the Hotel now states that it is neither obliged by law nor voluntarily prepared to participate in dispute resolution proceedings before a consumer arbitration board.

XVII. Final provisions

1. Amendments or supplements to the contract for the lease of hotel rooms or these General Terms and Conditions shall only be effective if in written form.
2. The place of performance and payment shall be the domicile of the company operating the Hotel.
3. The exclusive place of jurisdiction in commercial dealings – for cheque and bill of exchange disputes as well - shall be the domicile of the company operating the Hotel. Where a contracting party fulfils the requirements of section 38 (2) ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction shall be the domicile of the company operating the Hotel.
4. The law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws shall not apply.
5. Should individual provisions of these General Terms and Conditions be invalid or void, this shall not affect the validity of the remaining provisions..