

## tristar Suisse AG General Terms and Conditions

### I.

#### Scope

1. These Terms and Conditions apply to contracts for the temporary rental of hotel rooms for accommodation purposes and all other services (including supplies of goods) provided to Customers in connection therewith by Hotels operated by tristar Suisse AG.
2. Customer terms and conditions are hereby expressly rejected. They shall only apply if expressly agreed in writing in advance.
3. For all other purposes, any additional conditions agreed upon at the time of conclusion of the contract shall apply respectively.

### II.

#### Contract conclusion, partners, conduct/use, additional services

1. Contracts are concluded in accordance with the applicable provisions of the Swiss Code of Obligations by way of offer and acceptance. The Hotel is at liberty to reserve the right to determine that a contract is only concluded by means of a written reservation confirmation or order confirmation from the Hotel.
2. In Principle, the Hotel and the respective Customer are the contractual partners. If a third party makes a booking on behalf of the Customer, the third party is liable to the Hotel together with the Customer as a joint debtor for all obligations arising from the contract. The third party is obliged to forward all information relevant to the booking, in particular the respective contract and these General Terms and Conditions, to the Customer. In addition, the third party must provide the Hotel with the name and address of the Customer.
3. Hotel rooms provided to the Customer may only be used for accommodation purposes and by the persons registered as Customers or persons accompanying them. Use of hotel rooms provided to the Customer for purposes other than accommodation, transfer of use to third parties, subletting or subleasing such rooms, requires the prior written consent of the Hotel.
4. Without being requested to do so, the Customer is obliged to inform the Hotel if the use of provided services is likely to jeopardise the smooth operation of its business, the safety or the reputation of the Hotel in public in light of the political, religious or other character of such use, no later than upon conclusion of the contract. In addition, the Customer is obliged to inform the Hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred. Awareness by the Hotel of the risk of jeopardising or potential for damage does not constitute approval of such conduct and the Customer shall be liable to the Hotel for any damages in connection therewith.
5. Hotel rooms and facilities that have been provided to the Customer are to be used with the utmost care and consideration.
6. Messages, mail, shipments of goods and materials received by the Hotel from or on behalf of the Customer will be handled with care. The Hotel is entitled to charge a fee for delivery, storage and handling. At the Customer's request, such messages, mail, shipments of goods and

materials may also be forwarded at the Customer's expense and risk. The Hotel's liability shall be governed by Article VII.

7. The Customer may be provided a parking space in the Hotel's underground parking facilities or parking lot, subject to availability. The Hotel is entitled to charge a fee for this. In accordance with the provisions in Article VII, the Hotel shall be liable in the event of loss of or damage to a vehicle, or its contents, parked on Hotel property. The Hotel has no monitoring obligation. Any damage must be reported to the Hotel without undue delay.

### III.

#### Prices, payment, invoicing

1. The Customer is obliged to pay the applicable or agreed Hotel prices for the provided room and for any other services which they have used. This also applies to any services provided and expenses made by the Hotel as initiated by the Customer for third parties.
2. The agreed prices are inclusive of the taxes and other duties applicable at the time at which the Contract is concluded. However, prices do not include the additional tourist tax to be paid by the guest according to the respective municipal law; this sum will be stated separately. Prices will be adjusted accordingly if statutory taxes are changed or if other duties relating to the services are newly introduced, changed or rescinded after the contract is concluded. In cases of contracts with consumers, this will only apply should the period between the conclusion of the Contract and its fulfilment exceed four months.
3. the Hotel is entitled to adjust agreed conditions if the Customer wishes to make subsequent changes to contractually agreed services.
4. Hotel invoices without a due date are payable within ten days of receipt of the invoice, without deduction. The Hotel is entitled to make accrued claims due at any time as well as to demand immediate payment. In the event of default of payment, the Hotel is entitled to demand the respectively applicable statutory default interest in the amount of currently 5% per annum. The Customer shall reimburse the Hotel for dunning costs in the amount of CHF 5.00 for each dunning notice following default. The Hotel reserves the right to prove and assert a higher claim for damages. The Hotel is entitled to charge a flat handling fee of CHF 5.00 for subsequent invoice changes made at the request of the Customer.
5. If a minimum turnover has been agreed upon and this is not reached, the Hotel will charge the difference to the Customer.
6. The Customer may only set off an undisputed or legally binding claim against a claim of the Hotel.
7. The Hotel is entitled to demand a reasonable advance payment or security deposit at any time. The Hotel is at liberty to reserve the right to agree on the amount of the advance payment and payment dates, as well as the type and amount of the security deposit, and the date of performance in writing.
8. If, after signing the contract, the Hotel becomes aware of circumstances which, in the opinion of the Hotel, cast doubt on the creditworthiness of the Customer, the Hotel is entitled to withdraw from the contract without liability to pay damages to the Customer, or may provide or render agreed services only against advance payment or provision of a security deposit.

#### **IV. Cancellation by the Customer**

1. The Customer may only cancel the contract concluded with the Hotel without charge (“free cancellation”), if such right of cancellation was explicitly agreed upon in the contract, if another statutory right of free cancellation exists or if the Hotel gives its explicit consent to such cancellation. Any agreement to a right of cancellation, as well as consent to any such cancellation of the contract, must be made in writing.
2. If a cut-off date for cancellation of the contract at no cost is agreed between the Hotel and Customer in writing by which the contract may be cancelled free of charge, the Customer may cancel the contract up to such date without triggering any claims to payment or compensation for damages by the Hotel. The Customer's right to cancel free of charge lapses if they do not exercise their cancellation right vis-à-vis the Hotel in writing by the agreed date. If a free cancellation right has not been agreed or has already expired, there is no statutory right of cancellation or termination and, if the Hotel does not agree to cancel the contract without charge, the Hotel reserves the right to claim to the agreed remuneration despite the fact that the service was not used.
3. The terms of cancellation apply accordingly in the event of early departure by the Customer.

#### **V. Cancellation by the Hotel**

1. If the Hotel has agreed in writing to permit the Customer to cancel the contract free of charge up to a certain point in time, the Hotel is likewise entitled to cancel the contract through such point in time without the need to indicate the grounds therefore.
2. The Hotel shall be entitled to withdraw from the contract if an agreed or advance payment or security deposit is not made even after expiration of a reasonable grace period set by the Hotel.
3. Moreover, the Hotel is entitled to cancel the contract on objectively reasonable grounds if, for example:
  - a. force majeure or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible;
  - b. rooms are reserved under provision of misleading or false information regarding material facts, such as the identity of the Customer or the purpose;
  - c. the Hotel has justified cause to believe that use of the Hotel's services might jeopardise the smooth operation of its business, its safety or public reputation, without being attributable to the Hotel's sphere of control or organisation;
  - d. there is any breach of Section I. (3) to (5).
4. If the Hotel justifiably withdraws, the Customer will have no right to claim compensation.

## VI.

### Provision, handover and return of rooms

1. The Customer is not entitled to the provision of specific rooms, unless previously expressly agreed in writing in the accommodation contract.
  - a. Reserved rooms are available to the Customer starting at 3:00 p.m. on the agreed arrival date. The Customer is not entitled to have the room provided at an earlier time.
  - b. Unless a later arrival time has been expressly agreed upon with the guest, or if the room was paid in advance, the Hotel has the right to allocate booked rooms to other guests after 6:00 pm without the guest having the right to assert a claim from this. Claims on the part of the Hotel based on Art. V are not affected by this clause.
2. On the agreed date of departure, rooms must be vacated and at the Hotel's disposal no later than 12:00 p.m. If the Customer does not ensure that the rooms are available at such time by vacating the room, the Hotel may charge the full price for another day (without entitling the Customer to the continued use of the room). Payment of the room price does not preclude additional claims for damage on the part of the Hotel. The Customer shall bear all associated costs if the Hotel has to accommodate guests in another Hotel due to the delayed vacation of a room. The Customer is at liberty to prove that the Hotel either has incurred no damages, or significantly lower damages, than claimed.

## VII.

### Liability of the Hotel

1. Should disruptions or defects in the performance of the Hotel occur, the Hotel will endeavour to remedy the situation upon knowledge thereof or upon objection by the Customer made without undue delay. The Customer is obliged to make reasonable effort to rectify any disruption or defect and minimise damage as well as to report all disruptions and/or defects and damages to the Hotel without undue delay. There is no entitlement to a reduction of agreed fees if the Customer does not notify us without undue delay. Contractual services, such as wake-up calls or requests concerning messages, mail, deliveries of goods and materials (see Section II., No. 6) are provided by the Hotel with due care, but the Hotel does not assume any responsibility for the results of such services.
2. In the event any damage is caused, the Hotel will only be liable in cases of intent and gross negligence, including on the part of its vicarious agents. The Hotel shall not be liable in cases of simple negligence, including on the part of its vicarious agents. Additional mandatory legal liability, e.g. in the event of damages caused by injury to life, limb or health, remains reserved. The Hotel is not liable for services which it has merely mediated.
3. The Hotel is liable to the Customer in accordance with the statutory provisions of Art. 487 et seq. of the Swiss Code of Obligations for items brought into the Hotel, but liability for slight negligence is excluded. Any claims on the part of the Customer shall lapse if the Customer does not notify the Hotel of the damage concerned without undue delay upon discovery.
4. Items left behind by the Customer will only be forwarded at the request, risk and expense of the Customer. The Hotel retains such items for three months; after that they are transferred to the local lost and found office. In cases in which such items are of no recognisable value, the Hotel reserves the right to destroy the goods at the Customer's expense after expiry of the deadline.

## VIII. Final provisions

1. Verbal ancillary agreements shall only be binding if confirmed in writing. Amendments and supplements to the contractual terms or of this clause, the acceptance of requests or these General Terms and Conditions must be made in writing. Any unilateral amendments or additions by the Customer shall not be effective.
2. The place of performance and payment is the location of tristar Suisse AG's registered office.
3. The exclusive place of jurisdiction is the location of tristar Suisse AG's registered office. For Customers with (residential) domicile abroad, another permissible location for collection proceedings (special domicile within the meaning of Art. 50 (2) of the Swiss Federal Law on Debt Collection and Bankruptcy) is deemed to be the location of tristar Suisse AG's registered office. However, the Hotel and/or tristar Suisse AG may also assert its/their rights before all other competent authorities and/or courts. Applicable mandatory provisions of law remain reserved.
4. Swiss substantive law applies. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
5. Should any of the individual provisions of these Terms and Conditions be invalid or void or become so, this will not affect the validity of the remaining provisions. Statutory provisions shall apply in all other respects. Any invalid or void provision shall be replaced by a provision that comes as close as possible to achieving the intended purpose of such invalid or void provision.
6. These General Terms and Conditions are also provided in English. In the event of inconsistencies, the German version of these General Terms and Conditions shall prevail.

Zurich, April 2022