

## Conditions for the purchase of hotel and conference services (“HTL”) RWE 12/2018

### 1. Scope/Conclusion of contract

Reservations by an RWE-company - hereinafter referred to as "Client" - at a hotel, an event location or a service provider - hereinafter referred to as "Contractor" - are subject to this HTL and the additional conditions specified in the individual order/reservation contract - hereinafter referred to uniformly as "Reservation Contract" - if applicable. Subject of the reservation contract is the provision of hotel rooms for accommodation (individual, group and event bookings) as well as event rooms of hotels for holding events such as conferences, banquets, seminars, exhibitions and presentations etc. and all other related services of the contractor.

The Contractor makes an offer ("Optional Reservation") using an electronic internet booking platform if necessary. The Optional Reservation is binding for the Contractor for the duration of the option period. Cancellation of the optional reservation can only be made in writing with three (3) working days' notice. The Reservation Contract is concluded when the Client agrees to the Optional Reservation. Consent shall be given if the electronic booking platform is used in the electronically generated Reservation Contract.

When the event is held on site, the general terms and conditions of the Contractor shall apply subsequent in the order of precedence to this HTL, unless otherwise stipulated in this HTL. Other deviating terms and conditions of the Contractor shall not become part of the contract even if the Client does not expressly dissent to them in individual cases or accepts the services. All confirmations of the Contractor with reference to his terms and conditions are hereby rejected.

### 2. Code of Conduct

The Client expressly refers to RWE's Code of Conduct which applies within the RWE Group and may be viewed at the following web address: <https://supplier.rwe.com> (path: <http://www.rwe.com/web/cms/en/90780/suppliers/code-of-conduct/>). The Client expects the Contractor to accept the principles of conduct included in the Code of Conduct as the basis for the partnership and, in particular, to commit itself to supporting and implementing the principles on human rights, labour relations, the environment and anti-corruption laid down under the Global Compact initiative of the United Nations ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

### 3. Applicable regulations

In the event of contradictions, the following sequence shall apply:

- a) the regulations of the individual order together with service description and possible supplements
- b) if applicable, a framework agreement and annexes,
- c) the regulations of these conditions in the version valid at the time of conclusion of the contract,
- d) the general terms and conditions of purchase and payment of innogy (ECB)
- e) if the event is held on site, the general terms and conditions of the Contractor.

### 4. Prices

The prices agreed in prior framework agreements with the Client apply, otherwise the prices specified in the Reservation Contract. If there is a cheaper overnight rate or conference special with a Contractor at the time of booking, this must be offered directly ("Best Rate Guarantee").

The agreed prices include service charge and the respective statutory value added tax at the time of conclusion of the contract. Should the value added tax increase after conclusion of the contract, the Contractor is entitled to adjust the prices accordingly within the scope of the value added tax increase. The price change must be agreed in advance in writing with the Client as a contract change. Price increases for other reasons will not be accepted.

Prices agreed in a framework agreement with Preferred Partner Hotels do not include an agency commission. Contractors who have not concluded a framework agreement with the Client calculate their prices including the usual agency commission, which is between 8% and 10% for accommodation services and between 5% and 10% for conference services.

The calculation of the food conversion takes place after the formula: Menu price x number of participants. If no price has been agreed for a menu, the cheapest 3-course menu of the valid event offer will be used as a basis.

### 5. Deposit/Accounting

There is no obligation for the Client to make Deposit Payments.

The payment modalities as well as the accounting details regarding accommodation costs, conference flat rates etc. are specified in the Reservation Contract.

The invoice must meet the requirements of §§ 14 (Ausstellung von Rechnungen), 14 a (Zusätzliche Pflichten bei der Ausstellung von Rechnungen in besonderen Fällen) UStG. No separate confirmation of assumption of costs will be sent to the Contractor.

In exceptional cases, insofar as this has been expressly agreed in the Reservation Contract, the Client may deposit a credit card to confirm the booking.

The cancellation conditions according to clause 9 apply and the resulting payments will be made after the invoice has been issued. If the rooms are booked by third parties, the cancellation invoice to the Client is reduced accordingly. If it is not possible to pass on the room, only the pure accommodation price may be charged.

If a framework agreement exists, the terms of payment agreed there shall apply. Otherwise payment is made 30 days after receipt of invoice. Payments shall always be made subject to correction in the event of subsequent complaints.

All payments from the Client have the following requirements:

1. proper and complete performance or acceptance
2. placing of the securities/guarantees agreed in the individual contract, if applicable
3. receipt of a proper invoice in accordance with these requirements

## 6. Room disposal and handover

Booked rooms are available to the Contractor on the day of arrival from 12.00 p.m., otherwise from 3.00 p.m. Guests arriving before 3 p.m. can move into their rooms after becoming vacant and otherwise deposit their luggage free of charge in the lockable luggage compartment of the hotel. On the day of departure, the rooms are available until 12.00 p.m.. Guests leaving after 12.00 p.m. can leave their luggage free of charge in the lockable luggage compartment of the hotel until departure.

The reserved rooms are guaranteed to be available for the Contractor on the entire day of arrival (until midnight), even if the participants arrive late (after 3 p.m.).

## 7. Liability

The Contractor is liable for any breach of duty and the resulting damage, unless he can prove that he is not responsible for the breach of duty. Furthermore, he is obliged to indemnify the Client from all claims for damages of third parties which third parties assert against the Clients for reasons which are based on a defect in the service of the Contractor, unless the latter proves to the Client that he is not responsible for the event causing the damage. The above provisions shall also apply if the Contractor makes use of an agent or vicarious agent.

## 8. Insurance

The Contractor is obliged to purchase an appropriate business liability insurance, in which damage is included, and to keep it up during the entire duration of the contract until the expiry of the limitation period. The liability insurance shall not fall below the minimum coverage of 5.000.000 EUR for personal injuries and material damage and for any damage resulting. On demand of the Client, the Contractor is obliged to enclose the relevant insurance coverage confirmation.

## 9. Cancellation / Reduction

The following Cancellation Conditions apply for room bookings and other services commissioned under this HTL:

### Events for less than 6 people

Room bookings for less than 6 persons can be cancelled free of charge until 6 p.m. on the day of arrival. Cancellation of other services commissioned under this HTL is governed by the regulations for events with 6 to 25 participants or more.

### Events from 6 to 25 attendees /persons

Date of Cancellation	Services to cancel	Cost of Cancellation
from 21 days prior to arrival	Free of charge cancellation of the whole event	No cancellation charges apply
from 20 to 7 days prior to arrival	20 % of booked services	50 % of confirmed services
from 6 days to 24 hours prior to arrival	10 % of booked services	80 % of confirmed services

### Events from 26 to 50 attendees /persons

Date of Cancellation	Services to cancel	Cost of Cancellation
up to 29 days prior to arrival	Free of charge cancellation of the whole event	No cancellation charges apply
from 28 to 22 days prior to arrival	30 % of booked services	30 % of confirmed services
from 21 days to 7 days prior to arrival	20 % of booked services	50 % of confirmed services
from 6 days to 24 hours prior to arrival	10 % of booked services	80 % of confirmed services

### Events from 51 to 100 attendees /persons

Date of Cancellation	Services to cancel	Cost of Cancellation
up to 42 days prior to arrival	Free of charge cancellation of the whole event	No cancellation charges apply
from 41 to 29 days prior to arrival	30 % of booked services	30 % of confirmed services
from 29 to 15 days prior to arrival	20 % of booked services	50 % of confirmed services
from 14 days to 24 hours prior to arrival	10 % of booked services	80 % of confirmed services

## **Events as of 101 attendees / persons**

For bookings of 101 or more persons, the Cancellation Conditions are agreed individually between the Contractor and the Client.

The Cancellation Conditions stated in this section do not apply to services that are purchased from third parties via the Contractor.

If a date for free withdrawal/cancellation has been agreed in the Reservation Contract, the Client can withdraw from the contract up to this point in time without triggering payment or compensation claims of the Contractor.

In the event of a postponement, the Client can agree an alternative date with the Contractor, so that no cancellation costs arise from the initial booking.

The Contractor has no right of withdrawal after conclusion of the Reservation Contract.

## **10. Deviation of the number of participants**

A reduction in the number of participants will be dealt with under "Free of charge" in section 9. A reduction of the number of participants on the day of the event itself by up to 5% of the originally booked number of participants will be accepted by the Contractor and the corresponding savings will be deducted from the invoice by reducing the number of participants. If the number of participants is reduced by more than 5% of the number of participants originally booked, the above savings will be deducted for a reduction of up to 5%.

Unused conference capacities will be offered by the Contractor to third parties and the revenues from other rentals of the conference rooms and rooms as well as the saved expenses will be credited to the Client. The Contractor must prove that the rooms could not be used for other purposes.

In the event of an increase in the number of participants, the actual number of participants will be charged.

## **11. Agreements Restricting Competition**

The Client is entitled to terminate the contract without notice or to withdraw from it if the Contractor has demonstrably participated in agreements restricting competition at the expense of the Client. In the event of termination without notice, the Contractor shall only be entitled to a part of the agreed remuneration corresponding to the scope of services already provided without defects. In the event of withdrawal, the statutory provisions shall apply.

## **12. Occupational safety and environmental protection regulations**

The Contractor is obliged to observe the relevant regulations and recognised rules of technology, in particular with regard to occupational health and safety, as well as the provisions of building, trade and traffic law (in particular supervisory and traffic safety obligations on building sites and other work sites) in the execution and execution of the contract; this also applies to the applicable environmental protection and disposal regulations. Deliveries and services must comply with the applicable laws, provision and regulations at the time of delivery or acceptance.

## **13. Data Protection**

The Client and the service providers (data processors) are entitled to process contact and contract details obtained under the contractual relationship within the legal requirements of the applicable data protection and privacy laws in its respective latest valid version and – to the extent required in connection with the contract and its implementation - to pass on such data to companies affiliated with RWE AG under sections 15 ff of the German Stock Corporation Act (AktG).

The Client has single tasks and services carried out by service providers, especially IT-service providers, who are carefully selected and engaged and have their seat outside the EU/EEA (third country). Therefore, a third country transfer of the personal data takes place. The third country transmission takes place in compliance with the EU data protection legislation and applicable national data protection legislation as valid at the time. Data protection provisions to establish an adequate level of data protection are defined in contracts with our contractual partners for this purpose in accordance with the applicable legal requirements, e.g. EU Model Clauses. On demand, we will provide you with a copy of these guarantees.

To safeguard operations and ensure that the security requirements of the Client are met, personal data will be collected, processed and used within the scope of order execution, having due regard to the EU data protection legislation and applicable national data protection legislation as valid at the time. In particular, this shall apply to data and images relating to security components (such as identification badges, identification management systems, time/access and video surveillance systems and the like), IT and telecommunications components, and the infrastructures related to these. The Contractor must ensure that identification badges supplied are not misused or supplied to third parties. They must be worn visibly on Client's premises and the Client must be notified of any losses immediately. They have to be returned to the Client when leaving the premises. If necessary the equipment provided by the Client for information processing and / or telecommunication (e.g., personal computer, telephone, mobile phone, smartphone, software, internet access, email, etc.) are to be used solely in the context of order fulfilment; private use is prohibited. The Contractor shall ensure that the vicarious agents appointed by it (such as employees, temporary workers and the like) have been informed of and have undertaken to observe the above points before the services are provided. Furthermore, the vicarious agents must undertake to conduct themselves professionally and to observe the relevant Client's regulations. If subcontractors are engaged, the Contractor must also contractually impose these obligations on the subcontractor. Upon request, the Contractor must prove to the Client that these points have been implemented.

Insofar as personnel of the Contractor are deployed at locations of the Client, time tracking data (in and out times) for said personnel can be determined for specific persons from the access control system. Insofar as required, the time tracking data determined in this manner can be used by the Client for billing purposes. If subcontractors are engaged, the Contractor must also contractually notify the subcontractor accordingly. Upon request, the Contractor must prove to the Client that these points have been implemented.

Any details shared by the Client shall not be used for the purpose of advertising or market/opinion research unless written permission has been given for this purpose by the Client or the agreed service allows this explicitly.

**14. Confidentiality Clause**

The Contractor, his own personnel and those of his Subcontractors are obliged to treat as trade secrets all commercial, technical and other information which is not accessible to the public anyway and which becomes known to them through the business relationship (also e.g. the date/period of an event) and to make it accessible to no third party. All employees, including those of the Contractor's Subcontractors, shall be obligated accordingly.

**15. References/Advertising**

The Contractor is not entitled to use information about an intended or existing contractual cooperation for reference or marketing purposes without the prior written consent of the Client. Photographing on the Client's property or construction sites as well as publications of any kind in this regard are also prohibited without the prior written consent of the Client.

**16. Place of Performance / Jurisdiction / Choice of Law**

Place of Performance for the services of the Contractor is the agreed Place of Performance.

The Place of Jurisdiction for all disputes arising from or in conjunction with this contract is Essen, unless expressly provided otherwise by law.

The Law of the Federal Republic of Germany shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.