

# **General Terms and Conditions for Hotel Accommodation Contracts at the René Bohn Hotels of BASF SE**

## **1. Scope**

### 1.1

The following Terms and Conditions apply to contracts for the rental use of hotel rooms at BASF's René Bohn Hotel (hereinafter "René Bohn") for accommodation purposes, as well as all associated additional services and deliveries. The term "Hotel Accommodation Contract" comprises and replaces the following terms: accommodation, lodging, hotel room contracts.

### 1.2

General Terms and Conditions of the customer deviating from these terms and conditions are only valid if and in as far as René Bohn has expressly agreed to these in written form.

## **2. Offer and Acceptance, Conclusion of Contract**

### 2.1

The information from René Bohn, especially the pricing information on the webpage of the hotel merely represent a solicitation to the customer to submit an offer to René Bohn for conclusion of a contract. The contract is brought about by the offer from the customer (order) and the acceptance of the offer by René Bohn (reservation confirmation). If the acceptance from René Bohn deviates from the customer's contract offer, this is considered to be a decline in conjunction with a new offer from René Bohn.

### 2.2

If the order is placed by a third party on behalf of the customer, only the customer shall be the contractual partner of René Bohn. In this case, the ordering third party together with the customer shall be jointly and severally liable for all obligations of the customer pursuant to the contract, provided a corresponding declaration is on file at René Bohn.

## **3. Transfer of Use, Change of Purpose of Use**

### 3.1

The sublease and further lease of the rooms transferred for use, as well as their usage for other than lodging purposes require the prior consent from René Bohn in written form, whereby § 540, Paragraph 1, Sentence 2 BGB (German Civil Code) is waived.

### 3.2

Advertising in media of all kind including an invitation for events categorically require the release by René Bohn.

### 3.3

If there are justifiable grounds for the assumption, that the reservation or event threaten to jeopardize the smooth business operation, the safety or the reputation of René Bohn or of the customers, the René Bohn may cancel the reservation/event.

### 3.4

Reserved rooms shall be available to the customer for the period agreed to in writing. Possible additional costs, expenses etc. arising from a change in arrival & departure shall be borne by the customer.

### 3.5

The customer is not entitled to have specific rooms provisioned. If agreed upon rooms are not available, René Bohn shall notify the customer about this without delay, and shall endeavor to get equivalent replacement inhouse, or if needed also in another hotel of the same category in Ludwigshafen. If an equivalent replacement is also not available, René Bohn shall reimburse any already made payment to the customer.

## **4. Service, Compensation, Payment**

### 4.1

The customer is obliged to pay the agreed rate. This also applies to lodging-related services, costs and expenses by René Bohn towards third parties, in as far as these were agreed upon between René Bohn and the customer.

### 4.2

Agreed rooms which were properly provided by René Bohn but which were not used by the customer must be paid in full.

### 4.3

Non-payment when due constitutes a fundamental breach of contract.

## **5. Liability**

### 5.1

René Bohn is liable to the customer pursuant to the legal provisions.

### 5.2

The customer is fully liable to René Bohn for any damages incurred by himself or by his guests. René Bohn may require the customer to conclude adequate insurances.

### 5.3

The customer is liable for payment of all his reserved rooms, as well as for all the services, costs and expenses arranged for by his lodging guests. René Bohn is not liable for meals and beverages which are brought along by the customer or third parties (e.g. guests). If claims are asserted against René Bohn because of meals and beverages brought along by the customer or third parties, the customer will hold the René Bohn harmless from all these claims including the associated costs (e.g. for legal defense).

### 5.4

For items brought in, the René Bohn is liable towards the customer according to the legal provisions of §§ 701 et seq. BGB (German Civil Code) for up to an amount of maximum 3,500.00 EUR. For money, securities and valuables the amount will be 800.00 EUR instead of 3,500.00 EUR.

If the guest wants to bring in money, securities and valuables with a value exceeding 800.00 EUR, or other items with a value exceeding 3,500.00 EUR, a separate safekeeping

agreement shall be required. As a rule, safekeeping in the hotel or room safe is recommended.

## **6. Withdrawal by René Bohn**

### 6.1

All withdrawal notices require the written form.

### 6.2

In case of failure to observe the regulations specified in 3.1, 3.2 and 3.3, René Bohn is entitled to withdraw from the contract without the customer being able to derive any claims for damages therefrom.

## **7. Cancellation and Withdrawal by the Customer**

### 7.1

All cancellation and withdrawal notices require the written form.

### 7.2.

In case of individual travel, a free-of-charge cancellation is possible until 2 pm on the arrival date latest. For reservations from 6 rooms onward, the following scale is applicable:

Number of reserved rooms	Number of rooms which can be cancelled free of charge			
	8 weeks before arrival	6 weeks before arrival	4 weeks before arrival	2 weeks before arrival
6 – 19 rooms	all rooms	all rooms	all rooms	5 rooms
20 – 29 rooms	all rooms	all rooms	10 rooms	5 rooms
from 30 rooms	all rooms	15 rooms	15 rooms	8 rooms

### 7.3

In case of non-timely cancellations or non-arrival, the room shall be charged unless it is possible to rent it otherwise.

## **8. Final Provisions**

### 8.1

If any or several provisions of these Terms and Conditions become ineffective or invalid, then the validity of the remaining provisions shall not be affected. Furthermore, the statutory provisions shall apply.

### 8.2

Changes or amendments to the Hotel Accommodation Contract, these General Terms and Conditions, as well as this clause require the written form. Unilateral changes or amendments by the customer are not effective.

**Alternative dispute resolution** – BASF does not participate in alternative dispute resolution procedures for consumer disputes.”

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