

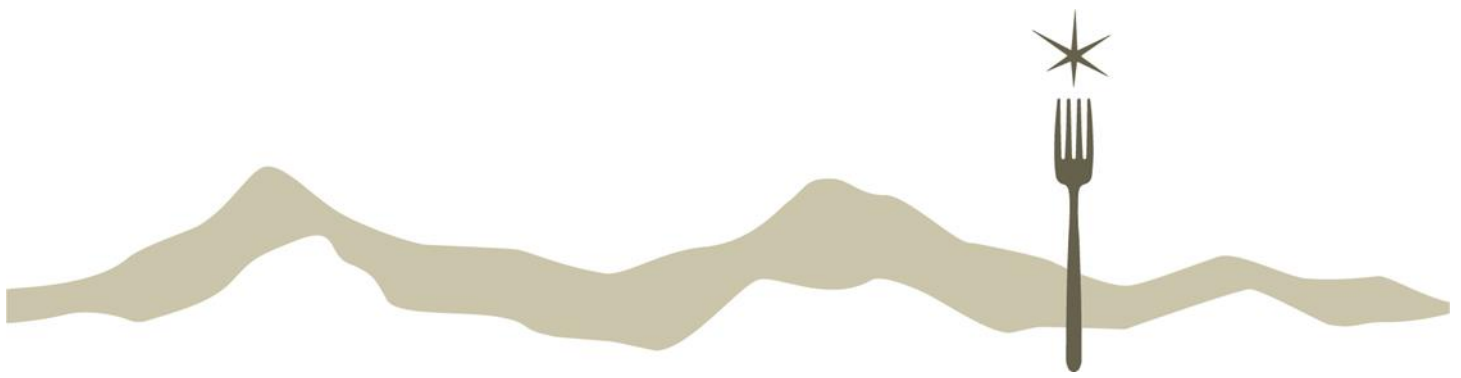
GENERAL TERMS AND CONDITIONS (GTC)

Gasthaus zur Fernsicht is happy to help you organize and design your events. Please read the following terms and conditions, which are an integral part of the contract, carefully - so that your event will be a success. This information is binding.

1. scope of application / conclusion of contract

These General Terms and Conditions (hereinafter referred to as GTC) apply to the provision of hotel rooms for accommodation, reservations in the Gourmet Restaurant, our Swiss Alpine Restaurant, as well as to all services and deliveries provided in this context, including any advance services for the benefit of the guest. Any terms and conditions of business of the guest shall not apply, subject to any prior written agreement to the contrary. For the purposes of these terms and conditions, the guest is both the end consumer and the commercially active entrepreneur. All offers of Fernsicht Event AG are based on these GTC. They form an integral part of every contract. Amendments to these GTC require an express written agreement between the parties.

The contracting parties are Fernsicht Event AG (hereinafter referred to as "Zur Fernsicht") and the orderer/customer - hereinafter referred to as "guest". If a third party has acted on behalf of the guest, the guest shall be liable to Zur Fernsicht together with the third party as joint and several debtors for all obligations arising from or in connection with the stay at Zur Fernsicht. The contract shall be concluded by acceptance of the reservation request by Fernsicht. If Fernsicht makes a binding offer to the guest, the contract shall be concluded by the guest's acceptance of the hotel or table offer. In both cases, Fernsicht is also free to confirm the booking in writing without this constituting a contractual requirement. Changes to the content of the contract are only binding once they have been confirmed in writing by Fernsicht.



2. Cancellation / No Show

For the restaurant guest, Fernsicht grants the following right of withdrawal:

Cancellation of the table in the **Gourmet Restaurant Incantare** is free of charge up to 2 days before the reservation date. After that, a cancellation fee of CHF 150.00 (including VAT) will be charged per guest if the table cannot be resold before the reservation date.

In case of no show or early departure, CHF 150.00 including VAT will be charged per person for the restaurant table.

Cancellation of the table in the **Swiss Alpine Restaurant** is free of charge up to 1 day before the reservation date. After this date, a cancellation fee of CHF 100.00 (including VAT) will be charged per guest if the table cannot be resold before the reservation date.

In case of no show or early departure, CHF 100.00 including VAT will be charged per person for the restaurant table.

Cancellation of the table in the **Fondue Chalet or Fondue Gondola** up to 9 persons is free of charge up to 1 day before the reservation date. After that, a cancellation fee of CHF 80.00 (including VAT) will be charged per guest if the table cannot be resold before the reservation date.

In case of no show or early departure, CHF 80.00 including VAT will be charged per person for the table.

Fondue Chalet or Fondue Gondola from 10 persons

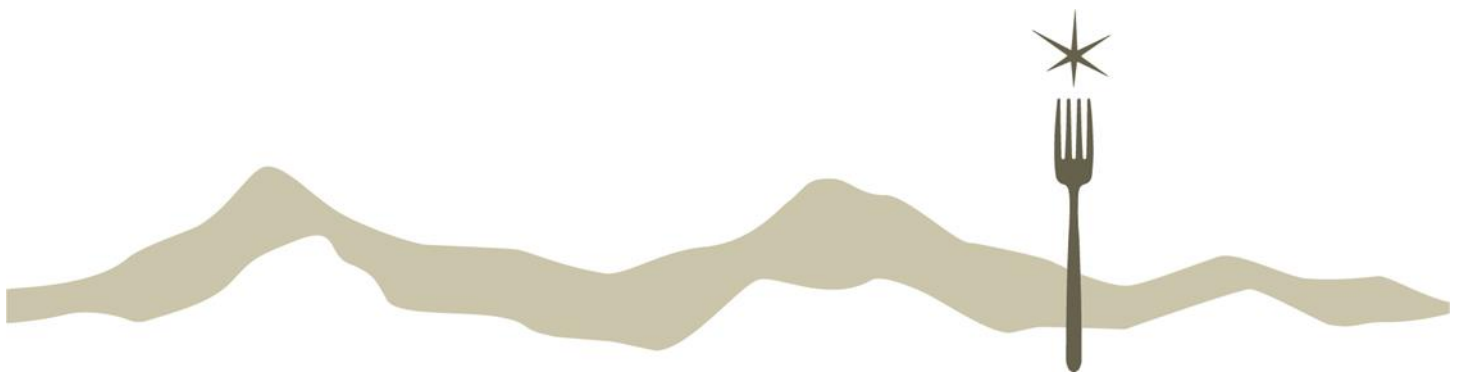
- a) Cancellation of the entire booking must be made at least 30 days before the start of the event. Later cancellations will be charged as follows:

- 29 days before the event: 85 % of the booked services excluding drinks
- 14 days before the event: 100 % of the booked service excluding drinks

If a detailed offer is not yet available, CHF 80 per person will be assumed.

- b) A reduction in the number of participants by more than 5% according to the reservation confirmation must be made at the latest 15 days before the start of the event. Later reductions of participants by more than 5% will be invoiced as follows:

- 8-14 days before the event: CHF 40.- per person
- o - 8 days before the event: CHF 80 per person



With the reservation of the **hotel room**, a table in the Gourmet Restaurant or Swiss Alpine Restaurant is also necessarily booked. In the event of cancellation, Fernsicht grants the guest the following contractual right of withdrawal:

7 days before free of charge
3 days before 50%
2 days before 100%

of the agreed hotel room rate for the entire stay, provided that the hotel room cannot be resold by the reservation date.

In case of no show or early departure, the full hotel room rate will be charged.

3. Services, prices, payments

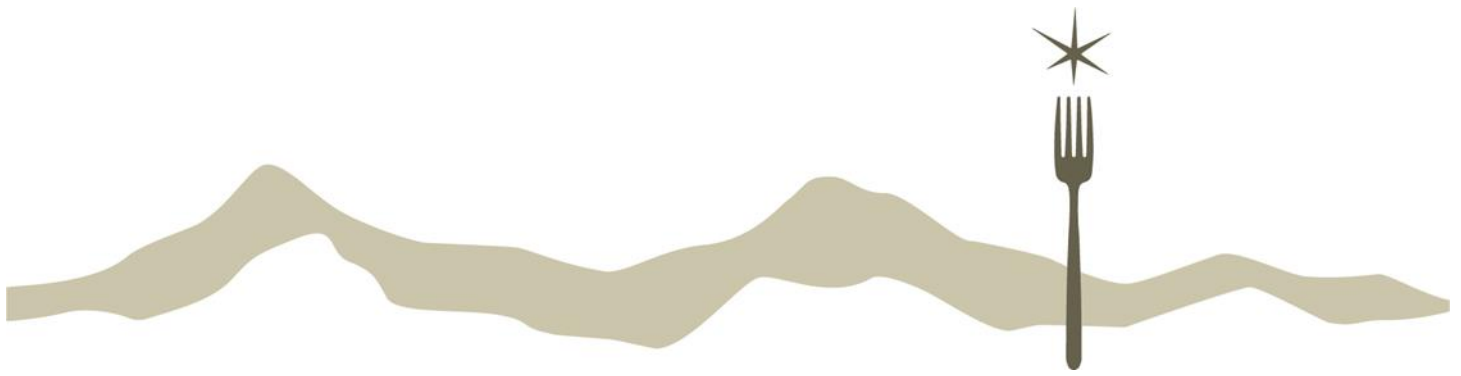
Zur Fernsicht is obliged to keep the hotel rooms and/or table booked by the guest ready and to provide the services agreed with the guest. The reserved hotel rooms and the table in the restaurant are only available to the guest for the respective agreed period.

The menu and beverage prices in the restaurants as well as the room prices may be changed at any time without prior notice to the guest. The prices may also be changed by Fernsicht if the guest subsequently requests changes to the number and/or type of hotel rooms or tables booked in the restaurant, the service provided by Fernsicht or the length of stay of the guests, and Fernsicht agrees to this in writing. Invoices from Fernsicht without a due date shall be deemed to be due and payable without deduction within 10 calendar days of the invoice date.

Room rates are per room and night including service and VAT at the rate applicable at the time. All rooms are non-smoking rooms. The Fernsicht reserves the right to charge any cleaning costs to the accommodation guest if smoking does occur.

All prices are quoted in Swiss francs (CHF). Invoices are issued exclusively in CHF.

Fernsicht is entitled to demand a deposit of up to 100% of the agreed service compensation (incl. VAT) at any time. This advance payment can be made by bank transfer or credit card payment. The advance payment made will be credited in full - but without interest - to the invoice. The advance payment is



due at the latest and without reminder with the last written confirmation of reservation, unless otherwise agreed. Any transfer costs shall be borne by the customer. If the advance payment made by

the guest exceeds the amount of the balance invoice, the difference will be credited back to the respective account used for the advance payment - as far as technically possible.

The guest shall be in default of payment if the invoice amount is not settled or irrevocably instructed at the latest upon departure. After default of payment, Fernsicht is entitled to charge interest on arrears at a rate of 5% p.a.. In addition, Fernsicht reserves the right to prove higher damages. The guest is not entitled to a set-off defence.

We accept the following methods of payment:

Cash, credit cards (AMEXCO, Mastercard/Eurocard, Visa), Postcard, EC-direkt, V-Pay or TWINT. Cheques, Reka or WIR are not accepted. All invoices from Fernsicht must be paid within 10 days by means of a payment slip (Switzerland) or bank transfer to:

Bank: UBS AG, CH-9001 St. Gallen
Account holder: Fernsicht Event AG
IBAN-No.: CH50 0025 4254 1482 4301 R
SWIFT-Code: UBSWCHZH80A

4. Loss of/ damage to the customer's own property

Any exhibition or other items, including personal items, brought to the event are in the event rooms or Fernsicht at the customer's own risk. Fernsicht accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent. Excluded from this are damages to life and limb. In addition, all cases in which safekeeping constitutes a duty typical of the contract due to the circumstances of the individual case are excluded from this exemption from liability.

5. Liability

Fernsicht accepts no responsibility for life-threatening allergies or intolerances.

PLACE OF JURISDICTION

The place of performance and jurisdiction is Heiden (Switzerland). However, the Gasthaus 'Zur Fernsicht' is also authorised to assert its rights at the domicile of the contractual partner or before any other competent court.

Swiss law shall remain applicable in all cases.

Heiden, 2022