

## GENERAL TERMS AND CONDITIONS OF THERMEN RESORTS

These general terms and conditions of **THERMEN RESORTS** are used by various direct and indirect subsidiaries of Quality Wellnessresorts Holding B.V. These general terms and conditions can also be consulted via the websites of the direct and indirect subsidiaries of Quality Wellnessresorts Holding B.V. that use these general terms and conditions of Thermen Resorts, of which a copy can be sent on request. These general terms and conditions are cited as 'General Terms and Conditions'.

### 1. DEFINITIONS AND INTERPRETATION

**1.1** Unless explicitly stated otherwise, the following words and terms will have the meaning given to them in this article.

**Offer / Proposal(s):** any offer from Thermen Resorts to enter into a Contract;

**Cancellation:** a communication sent in written form by the Client to Thermen Resorts that no or partial use will be made of one or more agreed Services, or a communication sent in written form by Thermen Resorts to the Client that one or more agreed services will not be provided at all or partially;

**Consumer Customer(s):** one or more natural persons who are not acting in the practice of a profession or the running of a business that has/have concluded a Contract with Thermen Resorts;

**Services:** the services to be provided by Thermen Resorts are subdivided into six (6) groups, are possibly separate from one another or to be purchased in combination as an arrangement and consist of:

- a. Hospitality services: the provision of foods and/or beverages and/or accommodation, as well as making available meeting spaces and grounds; and/or
- b. Wellness services: wellness facilities, indoor and outdoor saunas, kelo and other saunas, various swimming pools, including whirlpools, spring bathing, steam rooms, salt crystal cave, saltwater pool, mint room, rental of towels, bathrobes and suchlike; and/or
- c. Health & Beauty services: including but not limited to beauty treatments, health treatments, detox, juice cures, massages, Rasul clay treatments, Hamam treatments and suchlike; and/or
- d. Event Hosting services: providing accommodation to Guests under a Contract with third parties that are engaged in organising indoor and outdoor training courses or outdoor sport activities in the surroundings of Thermen Resorts but do not have independent accommodations for providing Hospitality services; and/or
- e. Retreats services: programmes for one or more days, including but not limited to those related to yoga, meditation or family situations; and/or
- f. Other services: rental of bathrobes and towels, shuttle service, bicycle rental, boat rental, Nordic walking and all other services offered by Thermen Resorts that do not fall into a. to e. inclusive above;

**Contracts for Services:** a contract between Thermen Resorts and a Client that relates to the provision of one or more Services;

**Invoice Value:** the total amount of the amounts payable by the Client to Thermen Resorts under one or more Contracts, as well as on the basis of one or more Services provided under a Contract, including service charges, tourist tax and BTW (Dutch VAT), if and in so far as applicable, plus any other amounts due from the Client under these General Terms and Conditions;

**Public holidays:** Public holidays recognised in the Netherlands;

**Guest(s):** one or more natural persons to whom Thermen Resorts must provide one or more Services under a Contract concluded with the Client. Where Guest or Client is mentioned in these General Terms and Conditions, both Guest and Client are meant, unless it ensues from the contents of the provision or its purport that only one of the two can be meant;

**Assets:** all assets including monies, monetary values and monetary instruments;

**Hotel establishment:** the part of the business activities of Thermen Resorts that relates to the provision of lodgings as well as making meeting rooms and grounds available;

**Client(s)/customer(s):** both Consumer customer(s) and Business Client(s);

**Contract of Sale:** contract between Thermen Resorts and a Client/Customer for the sale and delivery of Products by Thermen Resorts;

**No-Show:** failure of a Client and/or Guest without Cancellation to make use of one or more Services to be provided by Thermen Resorts under a Contract;

**Turnover guarantee:** a written statement from the Client that in relation to one or more Contracts Thermen Resorts will at least earn a certain agreed amount of turnover;

**Contract(s):** one or more Contracts for Services and/or one or more Contracts of Sale;

**Products:** all products, such as for example - but not limited to - Health & Beauty products and slippers that Thermen Resorts offers for sale in one or more of its shops;

**Reservation value:** the value of the Contract, which is equal to the total expected turnover (turnover for Thermen Resorts arising from that which is delivered under the Contract) of Thermen Resorts, including any tourist tax and VAT, in relation to a Contract concluded with a Client and/or Guest. This expected turnover is based on the Offer/the Proposal and any following price agreements and/or if these do not provide a conclusive answer or there is no Offer/Proposal and any following price agreements, the averages applicable within Thermen Resorts.

**Restaurant establishment:** the part of the business activities of Thermen Resorts that relates to providing foods and/or beverages, whether or not in combination with the Hotel establishment;

**Provision of Services:** the provision by Thermen Resorts of Hospitality services and/or Wellness services and/or Health & Beauty services and/or Event hosting services and/or Retreats services and/or Other services, all this with the corresponding work and services and all this in the broadest sense;

**Business Client(s):** one or more legal entities or companies that act in the practice of a profession or the running of a business and has/have concluded a Contract with Thermen Resorts.

- 1.2** Article titles serve only as references. No rights can be derived from them.
- 1.3** These General Terms and Conditions contain references to statutory provisions that are references to statutory provisions as they read at the time of adoption of these General Terms and Conditions.
- 1.4** In these General Terms and Conditions, if the context so requires, the singular will also contain the plural and vice versa.

## **2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS**

- 2.1** These General Terms and Conditions apply to all Offers/Proposals and Contracts as well as to all obligations and Services arising therefrom and following thereupon.
- 2.2** If the General Terms and Conditions were applicable to any Contract, they will automatically apply - without having to be agreed between the parties concerned - to any and all contracts concluded afterwards between the parties, unless otherwise explicitly agreed in writing between the parties in relation to the contract in question.
- 2.3** Thermen Resorts explicitly rejects the applicability of any general or specific terms and conditions used by the Client to any Contract, unless and after Thermen Resorts has explicitly declared them applicable to a Contract in writing. Acceptance in this way of the applicability of the Client's terms and conditions to a Contract will under no circumstances mean that those terms and conditions will also tacitly apply to any Contract concluded afterwards.
- 2.4** Departures from these General Terms and Conditions will be valid only if Thermen Resorts has explicitly confirmed them to the Client in writing.

- 2.5** These General Terms and Conditions are also for the purposes of all natural persons, legal entities and companies of which Thermen Resorts makes use or has made use in entering into and/or performing a Contract and providing the Services, or in general in the context of the operation of Thermen Resorts.
- 2.6** In the event of the nullity or nullification by the Client of one or more provisions of the General Terms and Conditions, the other provisions of the General Terms and Conditions will remain fully applicable to the Contract. The parties will consult in order to replace a null and void or nullified provision of the General Terms and Conditions by a provision that is indeed valid or is not nullifiable and is as much in line as possible with the purpose and purport of the null and void or nullified provision.
- 2.7** In so far as a Contract departs from one or more provisions of the General Terms and Conditions, the provisions in the Contract will prevail. In that case the other provisions of the General Terms and Conditions will remain fully applicable to the Contract.
- 2.8** If translations have been issued of these General Terms and Conditions, the version in Dutch will prevail over the version(s) in a different language.
- 2.9** Thermen Resorts is entitled to amend these Terms and Conditions unilaterally, in which case Thermen Resorts will inform the Client of the amended General Terms and Conditions in writing one month at most before the amendments enter into effect and enclose the new General Terms and Conditions. Furthermore, the new General Terms and Conditions can also be consulted via the website of Thermen Resorts.
- 2.10** The internal rules of Thermen Resorts apply as well to all stays at Thermen Resorts. Thermen Resorts hangs the internal rules in a clearly observable place so that Clients and/or Guests can take note of them or puts them in a clearly observable place or places them in a clearly observable place or hands them over in writing to Clients and/or Guests. In this context, publicly accessible spaces of Thermen Resorts are considered to be clearly observable places. Furthermore, the internal rules of Thermen Resorts can also be consulted via the website of Thermen Resorts. Clients and Guests must observe the internal rules.

## **Section 1      CONTRACTS FOR SERVICES**

### **3.      RESERVATIONS AND FORMATION OF CONTRACTS FOR SERVICES**

- 3.1** If a Client and/or Guest wishes to make use of one or more Services, they must reserve these Services in a timely manner in writing, by telephone or electronically (online) via the website of the direct or indirect subsidiary of Quality Wellnessresorts Holding B.V. with which the Contract for Services has been entered into. A full or partial advance payment of the reserved Services can be required, at the discretion of Thermen Resorts. This advance payment must be made in accordance with the provisions of article 4 of these General Terms and Conditions (Settlement and payment).
- 3.2** Contracts are concluded at the time that Thermen Resorts, or an intermediary on behalf of Thermen Resorts, has confirmed a booking/reservation by the Client in writing, or if Thermen Resorts has started to execute the booking/reservation by the Client. A Contract was concluded as well when the Client accepted an Offer. Amendments, additions to and/or extensions of a Contract will be binding only if they have been agreed in writing and explicitly. The Contract will take the place of and replace all earlier proposals, correspondence, arrangements or other communication between the parties that have taken place prior to entering into the Contract, no matter how much they may depart from or be in conflict with the Contract. Commitments by and arrangements with subordinates or representatives of Thermen Resorts will bind Thermen Resorts

only with respect to the Client if and in so far as these commitments and/or arrangements have been confirmed to the Client in writing by Thermen Resorts.

- 3.3** Within twenty four (24) hours after an online or other reservation the Client will receive an email from Thermen Resorts or from an intermediary on behalf of Thermen Resorts, with a booking confirmation, which booking confirmation will serve as proof of the booking. The Client must check the booking confirmation and inform Thermen Resorts immediately in writing of a mistake with respect to the booking/reservation, failing which the booking will be executed as stated in the booking confirmation. All bookings, online or not, will be valid only after they have been confirmed by Thermen Resorts, or by an intermediary on behalf of Thermen Resorts, by email. A Business Client can make changes to the Service(s) reserved by the Business Client in group size as indicated in the reservation up to a week before the start time of the Service(s) reserved by the Business Client. If the number of persons is more than 15% less than the stated number of persons, the cancellation conditions will apply to this as set out in article 6 of these General Terms and Conditions. If the number of persons at the start time of the Service(s) reserved by the Business Client is stated less than a week before, the costs of the number of persons that was stated less than a week before will be charged in full to the Business Client.
- 3.4** All offers made by Thermen Resorts for the conclusion of Contracts and provision of the Services are free of obligation and based on "as long as the supply (or capacity) lasts" and can always be revoked by Thermen Resorts, even if they contain a time limit for acceptance. If Thermen Resorts relies on said reservation within a reasonable time after acceptance by the Client to be determined according to the circumstances, then the intended Contract will be considered not to have been concluded and Thermen Resorts and the Client and/or the Guest will undo the acts performed in the interim in the context of performing the Contract, whereby Thermen Resorts and the Client and/or Guest will cooperate with each other in every reasonable and necessary way.
- 3.5** All illustrations, descriptions, size and weight indications and other information provided by Thermen Resorts will not be binding on Thermen Resorts and are only intended to give a general representation of the quality of the Services offered by Thermen Resorts. Thermen Resorts does not accept any liability whatsoever for inaccurate illustrations, inaccurate descriptions, wrong size and weight indications and other inaccurate information.
- 3.6** All Offers are made by Thermen Resorts, directly or indirectly to the best of their knowledge and with the greatest of care. Thermen Resorts nevertheless does not warrant that no inaccuracies will occur in them.
- 3.7** Options are granted with an end date determined in advance. An option that the Client does not convert into an actual reservation by the end date at the latest or an option regarding which the Client has stated earlier in writing that no use will be made of it, will be considered to have lapsed without requiring notice of its termination by Thermen Resorts. An option can only be granted in writing.
- 3.8** Contracts for or on behalf of Clients that are entered into by intermediaries, including but not limited to shipbrokers, travel agencies and other hospitality establishments, whether or not in the name of their contact(s), will be considered to have been concluded also at the expense and risk of these intermediaries. Thermen Resorts does not owe any commission to intermediaries, by whatever name, unless otherwise explicitly agreed in writing. The Clients and the intermediaries are jointly and severally liable for the payment what is owed to Thermen Resorts. Whole or partial payment of the amount due by the Client to Thermen Resorts will release the intermediary to the same extent.
- 3.9** Thermen Resorts can refuse to conclude a Contract at all times for any reason whatsoever, except if such refusal is purely on one or more of the grounds set out in Section 429 quater of the Dutch

Penal Code (*Wetboek van Strafrecht*) (discrimination). Thermen Resorts has the right to deny Clients and/or Guests admission to the Hotel establishment and/or Restaurant establishment as well as to refuse to provide Services if, according to its estimate, normal/orderly business operations require this.

#### **4. SETTLEMENT AND PAYMENT**

- 4.1** The Client and/or Guest must pay the price determined in the Contract or, if the Contract was concluded more than three (3) months before the time at which the Service(s) to be provided under the Contract had to be carried out, the prices applicable at the time that the Service(s) had to be provided, which is also understood to mean the prices as stated on the lists that have been placed by Thermen Resorts in a place visible to Clients and/or Guests, or are included on a list which is handed to Clients and/or Guests, if necessary on request. A list is considered to be placed where it is visible to Clients and/or Guests if it is visible in spaces of Thermen Resorts accessible to the public.
- 4.2** Thermen Resorts can charge an extra payment for additional services, including but not limited to use of the wardrobe, garage/parking, safe, dry cleaner and/or regular cleaning of clothes, telephone, fax, internet and radio and/or television services.
- 4.3** All bills including bills relating to cancellation or No-Show, will be payable by the Client and/or Guest at the time they are presented to him/her.
- 4.4** If a Turnover Guarantee has been given, the Client and/or Guest will have to pay Thermen Resorts at least the amount set out for the relevant Contract(s) in the Turnover Guarantee.
- 4.5** As long as Clients and/or Guests have not completely and in the right way fulfilled all their obligations to Thermen Resorts, Thermen Resorts will be entitled take into its possession and retain all Property which Clients and/or Guests have taken along to Thermen Resorts until the Clients and/or Guests have fulfilled all their obligations to Thermen Resorts completely and in the right way to the satisfaction of Thermen Resorts.
- 4.6** If a payment method other than direct payment has been agreed, the Client and/or Guest must pay invoices to Thermen Resorts within fourteen (14) days after the invoice date. If an invoice is sent or sent subsequently, Thermen Resorts will be entitled at all times to charge the Client and/or Guest a late payment surcharge of two per cent (2%) of the Invoice Value, which surcharge will lapse if the Client and/or Guest pays the invoice in a timely manner and completely.
- 4.7** If and in so far as no timely and complete payment has been made, the Business Client will be in default without any notice of default being required. The Consumer client will be in default after he/she has been reminded in writing and a time limit of fourteen (14) days has been set for him/her to finally pay the claim of Thermen Resorts, giving notice of the consequences if timely and full payment is not made after a reminder.
- 4.8** If the Client and/or Guest is in default, he/she must reimburse Thermen Resorts for all judicial and extrajudicial costs involved in collecting the amounts due on the part of Thermen Resorts. The extrajudicial costs are calculated in accordance with that which the law provides in this regard.
- 4.9** Furthermore, the Business Client, if he/she is in default, will owe a sum of interest of two per cent (2%) above the statutory commercial interest. When the interest due is calculated, part of a month will count as a whole month.

- 4.10** Thermen Resorts has a right of retention on Property taken along to the hotel by Clients and/or Guests as security for the payment of any claims against Clients and/or Guests in relation to Hospitality services, with or without the addition of Other services. If Thermen Resorts has property in its possession as referred to in article 8.5 and the Client and/or Guest from whom Thermen Resorts has taken possession of the Property remains in default for three (3) months, Thermen Resorts will consider itself at liberty not to store this Property any longer.
- 4.11** Regardless of any notes placed or comments made by the Client and/or Guest with the payment, each payment by the Client and/or Guest will be deemed to reduce the Client's and/or Guest's debt to Thermen Resorts in the following order:
- execution costs;
  - judicial and extrajudicial collection costs;
  - interest;
  - damage and/or loss;
  - principal sum.
- 4.12** Unless explicitly agreed otherwise, payment must be made in euros. If Thermen Resorts accepts payment in foreign currency, then the exchange rate at the time of payment will apply. In addition to this, Thermen Resorts can charge an amount as administration costs that is equal to ten per cent (10%) at most of the amount offered in foreign currency. Thermen Resorts can bring this about by adjusting the applicable exchange rate by 10% at most.
- 4.13** Without prejudice to provisions of mandatory law, the Client and/or Guest will not have the right to suspend his/her payment obligations to Thermen Resorts and/or to set them off against payment obligations of Thermen Resorts to the Client and/or Guest.
- 4.14** Thermen Resorts is entitled to set off all claims against the Client and/or Guest against every debt that Thermen Resorts might have to the Client and/or Guest or to legal and other persons affiliated with the Client and/or Guest.
- 4.15** All claims of Thermen Resorts against the Client and/or Guest will be immediately due and payable in the following cases:
- if after the Contract is concluded Thermen Resorts gains knowledge of circumstances that give it good grounds to fear that the Client and/or Guest will not fulfil his/her obligations, such completely at the discretion of Thermen Resorts;
  - if when the Contract was concluded, Thermen Resorts asked the Client and/or Guest to provide security for compliance with his/her obligations and this security was not provided or was insufficient;
  - in case the Client and/or Guest applies for insolvency or suspension of payment, in case of the liquidation/death or insolvency of the Client and/or Guest or if application of the Debt Restructuring (Natural Persons) Act (WSNP) is declared applicable to a Consumer customer.
- 4.16** Based on its estimate of the credit worthiness of the Client, Thermen Resorts will be entitled at all times to require security for compliance with demandable and non-demandable payment obligations or to require full or partial advance payment. If and as long as the Client remains in default of providing the required security or making the full or partial advance payment, Thermen Resorts will be entitled to suspend its obligation to supply.
- 4.17** Complaints of any nature whatsoever with respect to the performance of a Contract by Thermen Resorts will not suspend the payment obligation of the Client and/or Guest and can only be brought to the attention of Thermen Resorts in writing.
- 4.18** Thermen Resorts will not be subject to an obligation in relation to a claim submitted if the Client and/or Guest has not fulfilled all his/her obligations to Thermen Resorts (both financial and otherwise) in a timely manner and completely.

- 4.19** A claim concerning a Service provided by Thermen Resorts cannot have any influence on Services provided earlier or yet to be provided, not even if these Services provided earlier or yet to be provided have been or will be provided in order to perform the same Contract.

## **5. SECURITY DEPOSIT AND INTERIM PAYMENT**

- 5.1** Thermen Resorts can at all times require the Client to pay a security deposit or have it paid to Thermen Resorts in the amount of the Invoice Value at most minus any interim payments already made. Security deposits received will be properly administered, serve exclusively as security for Thermen Resorts and explicitly not count as turnover already earned.
- 5.2** Moreover, Thermen Resorts is at all times entitled to require interim payment of Services meanwhile provided.
- 5.3** Thermen Resorts may recover from the foregoing security deposit paid pursuant to the preceding provisions everything that Clients and/or Guests owe to it on any basis. Thermen Resorts will refund any surplus to the Client and/or Guest without delay.

## **6. CANCELLATION BY THE CLIENT**

- 6.1** When Clients cancel a reservation, they are obliged to pay the amounts referred to in this article 6. Every Cancellation must be effected in writing and be dated. The Client cannot derive any rights from an oral cancellation. If not all agreed Services are cancelled, the payments below will apply pro rata to the cancelled Services.
- 6.2** In case of a No-Show the Client will be required in all cases to pay the Invoice Value of the agreed Service(s) plus the amounts referred to in paragraph 3 of this article 6.
- 6.3** The Client must at all times fully reimburse Thermen Resorts for amounts that have already become due and payable to third parties by Thermen Resorts in connection with the Contract or the Services to be provided under the Contract as a result of a Cancellation by the Client.

### **CANCELLATION OF WELLNESS SERVICES AND/OR HEALTH & BEAUTY SERVICES**

#### **6.4 Business Clients**

When a Business Client has made a reservation for Wellness services and/or Health & Beauty services, with or without making use of the Restaurant establishment, then the following will apply to Cancellations:

- a. in case of a Cancellation more than three (3) months before the start time of the Service(s) reserved by the Client no amount will be due. Any costs paid in advance will be completely refunded with deduction of administration costs, without prejudice to that which is provided in article 6.3;
- b. in case of a Cancellation more than two (2) months before the start time of the Service(s) reserved by the Client fifteen per cent (15%) of the Invoice Value will be due;
- c. in case of a Cancellation more than one (1) month before the start time of the Service(s) reserved by the Client fifty per cent (50%) of the Invoice Value will be due;
- d. in case of a Cancellation more than fourteen (14) days before the start time of the Service(s) reserved by the Client sixty per cent (60%) of the Invoice Value will be due;
- e. in case of a Cancellation more than seven (7) days before the start time of the Services reserved by the Client seventy-five per cent (75%) of the Invoice Value will be due; and
- f. in case of a Cancellation less than seven (7) days before the start time of the Service(s) reserved by the Client the full Invoice Value will be due.

#### **6.5 Consumer Customers**



When a Consumer Customer has made a reservation for Wellness services and/or Health & Beauty services, with or without making use of the Restaurant establishment, then the following will apply to Cancellations:

- a. in case of a Cancellation more than one (1) month before the start time of the Service(s) reserved by the Customer no amount will be due. Any costs paid in advance will be completely refunded with deduction of administration costs, without prejudice to that which is provided in article 6.3;
- b. in case of Cancellation more than fourteen (14) days before the start time of the Service(s) reserved by the Customer thirty-five per cent (35%) of the Invoice Value will be due;
- c. in case of a Cancellation more than seven (7) days before the start time of the Services reserved by the Customer fifty per cent (50%) of the Invoice Value will be due;
- d. in case of a Cancellation more than three (3) days before the start time of the Service(s) reserved by the Customer sixty per cent (60%) of the Invoice Value will be due;
- e. in case of a Cancellation more than twenty-four (24) hours before the start time of the Services reserved by the Customer eighty-five per cent (85%) of the Invoice Value will be due;
- f. in case of a Cancellation less than 24 hours before the start of the Service(s) reserved by the Customer the full Invoice Value will be due.

#### CANCELLATION OF HOTEL ACCOMMODATION/LODGINGS/FUNCTION ROOMS

##### **6.6.1 Business Clients**

When a Business Client has made a reservation for hotel accommodation, with or without breakfast, then the following will apply to that reservation:

- a. in case of Cancellation more than 3 months before the start time of the Service(s) reserved by the Client and in case of Cancellation more than 24 hours before the start time of the Service(s) reserved by the Client if this concerns one hotel room no amount will be due. Any costs paid in advance will be completely refunded with deduction of administration costs, without prejudice to that which is provided in article 6.3;
- b. in case of Cancellation more than 2 months before the start time of the Service(s) reserved by the Client 15% of the Invoice Value will be due;
- c. in case of Cancellation more than 1 month before the start time of the Service(s) reserved by the Client 35% of the Invoice Value will be due;
- d. in case of Cancellation more than 14 days before the start time of the Service(s) reserved by the Client is 60% of the Invoice Value will be due;
- e. in case of Cancellation more than 7 days before the start time of the Service(s) reserved by the Client 85% of the Invoice Value will be due;
- f. in case of Cancellation 7 days or less before the start time of the Service(s) reserved by the Client the full Invoice Value will be due.

##### **6.6.2 Business Clients**

When a Business Client has made a function room reservation, then the following will apply to Cancellation of that reservation:

- a. in case of Cancellation more than 6 months before the start time of the Service(s) reserved by the Client no amount will be due. Any costs paid in advance will be completely refunded with deduction of administration costs, without prejudice to that which is provided in article 6.3;
- b. in case of Cancellation more than 3 months before the start time of the Service(s) reserved by the Client 10% of the Invoice Value will be due;
- c. in case of Cancellation more than 2 months before the start time of the Service(s) reserved by the Client 15% of the Invoice Value will be due;
- d. in case of Cancellation more than 1 month before the start time of the Service(s) reserved by the Client 35% of the Invoice Value will be due;
- e. in case of Cancellation more than 14 days before the start time of the Service(s) reserved by the Client 60% of the Invoice Value will be due;



- f. in case of Cancellation more than 7 days before the start time of the Service(s) reserved by the Client 85% of the Invoice Value will be due;
- g. in case of Cancellation 7 days or less before the start time of the Service(s) reserved by the Client 100% of the Invoice Value will be due.

#### **6.7 Consumer Customers**

When a Consumer Customer has made a reservation for hotel accommodation, with or without breakfast, then the following will apply to Cancellation of that reservation:

- a. in case of Cancellation more than 1 month before the start time of the Service(s) reserved by the Customer no amount will be due. Any costs paid in advance will be completely refunded with deduction of administration costs, without prejudice to that which is provided in article 6.3;
- b. in case of Cancellation more than 14 days before the start time of the Service(s) reserved by the Customer 15% of the Invoice Value will be due;
- c. in case of Cancellation more than 7 days before the start time of the Service(s) reserved by the Customer 35% of the Invoice Value will be due;
- d. in case of Cancellation more than 3 days before the start time of the Service(s) reserved by the Customer 60% of the Invoice Value will be due;
- e. in case of Cancellation more than 24 hours before the start time of the Service(s) reserved by the Customer 85% of the Invoice Value will be due; and
- f. in case of Cancellation 24 hours or less before the start time of the Service(s) reserved by the Customer the full Invoice Value will be due.

#### **CANCELLATION OF THE RESTAURANT ESTABLISHMENT**

#### **6.9 Business Clients**

When a Business Client has made a reservation for the Restaurant establishment (table reservation), then the following will apply to Cancellation of that reservation:

- a. in case of Cancellation more than 6 months before the start time of the Service(s) reserved by the Client no amount will be due. Any costs paid in advance will be completely refunded with deduction of administration costs, without prejudice to that which is provided in article 6.3;
- b. in case of Cancellation more than 3 months before the start time of the Service(s) reserved by the Client 10% of the Invoice Value will be due;
- c. in case of Cancellation more than 2 months before the start time of the Service(s) reserved by the Client 15% of the Invoice Value will be due;
- d. in case of Cancellation more than 1 month before the start time of the Service(s) reserved by the Client 35% of the Invoice Value will be due;
- e. in case of Cancellation more than 14 days before the start time of the Service(s) reserved by the Client 60% of the Invoice Value will be due;
- f. in case of Cancellation more than 7 days before the start time of the Service(s) reserved by the Client 85% of the Invoice Value will be due;
- g. in case of Cancellation 7 days or less before the start time of the Services reserved by the Client 100% of the Invoice Value will be due.

#### **6.10 Consumer Customers**

When a Consumer Customer has made a reservation for the Restaurant establishment (table reservation), then the following will apply to Cancellation of that reservation:

- (i) if a menu has been agreed:
  - a. in case of Cancellation more than 14 days before the start time of the Service(s) reserved by the Customer no amount will be due;
  - b. in case of Cancellation 14 days or less but more than 7 days before the start time of the Services reserved by the Customer 25% of the Invoice Value will be due;
  - c. in case of Cancellation 7 days or less before the start time of the Service(s) reserved by the Customer 50% of the Invoice Value will be due;

- d. in case of Cancellation 3 days or less before the start time of the Services reserved by the Customer 75% of the Invoice Value will be due.
- (ii) if no menu has been agreed:
  - a. in case of Cancellation more than twice 24 hours before the start time of the Services reserved by the Customer no amount will be due;
  - b. in case of Cancellation twice 24 hours or less before the start time of the Service(s) reserved by the Customer 50% of the Invoice Value will be due.

**6.11** Reservations for Public holidays must be cancelled twenty one (21) days at most before the intended arrival date, subject to a penalty owed by the Customer of 100% of the Invoice Value.

**CANCELLATION OF EVENT HOSTING SERVICES, RETREAT SERVICES AND OTHER SERVICES**

**6.12** When a Client has made a reservation for Event Hosting services and/or Retreat services and/or Other services, then the following will apply to Cancellation of that reservation:

- a. in case of a Cancellation from one (1) month or more before the start date of the Service(s) reserved by the Client no amount will be due. Any costs paid in advance by the Client will be completely refunded with deduction of administration costs, without prejudice to that which is provided in article 6.3; and
- b. in case of a Cancellation fourteen (14) days or more before the start date of the Service(s) reserved by the Client ten per cent (10%) of the Invoice Value will be due; and
- c. in case of a Cancellation seven (7) days or more before the start date of the Service(s) reserved by the Client twenty-five per cent (25%) of the Invoice Value will be due; and
- d. in case of a Cancellation seventy-two (72) hours or more before the start date of the Service(s) reserved by the Client fifty per cent (50%) of the Invoice Value will be due; and
- e. In case of a Cancellation more than 24 hours before the start date of the Service(s) reserved by the Client seventy-five per cent (75%) of the Invoice Value will be due; and
- f. in case of a Cancellation twenty-four (24) hours or less before the start date of the Service(s) reserved by the Client a hundred per cent (100%) of the Invoice Value will be due.

**7. CANCELLATION BY THERMEN RESORTS**

**7.1** With due observance of the following, Thermen Resorts will be entitled to cancel a Contract unless the Client makes known in writing within 7 days after conclusion of the Contract in question that the Client desires Thermen Resorts to waive its entitlement to cancel, provided the Client has also stated unambiguously that he/she waives his/her own entitlement to cancel and with due observance of the provisions in articles 7.3, 7.4 and 7.5 below.

**7.2** If Thermen Resorts cancels a Contract for Services, articles 6.10 to 6.12 inclusive will apply mutatis mutandis. To the extent that there are reservations in relation to the Restaurant establishment, the Hotel establishment or Event Hosting services/Retreat services/Other Services, instead of 'Client' 'Thermen Resorts' should be read.

**7.3** Thermen Resorts will be entitled at all times to cancel a Contract for Services without being obliged to refund the above-mentioned amounts if sufficient indications exist that a meeting to be held in Thermen Resorts under that Contract has such a different character than Thermen Resorts might expect on the basis of the announcement by the Client or on the basis of the capacity of the Client and/or the Guests that Thermen Resorts would not have concluded the Contract if it had known what the actual character of the meeting was.

**7.4** If Thermen Resorts makes use of the entitlement referred to in article 7.3 after the start of the meeting in question, then the Client will be obliged to pay for the Hospitality services enjoyed until that time, as well as any other agreed payments, but the Client's payment obligation for the

rest will lapse. The payment for Hospitality services enjoyed will be calculated in a particular case in proportion to the passage of time of the Contract.

- 7.5** Instead of exercising its entitlement referred to in article 7.3, Thermen Resorts will be entitled to set further requirements on the course of the meeting in question. If sufficient indications exist that these requirements are not being (will not be) complied with, all this exclusively at the discretion of Thermen Resorts, then Thermen Resorts will still be entitled to exercise its entitlement referred to in article 7.3.

## **8. GENERAL RIGHTS AND OBLIGATIONS OF THERMEN RESORTS**

- 8.1** The rights and obligations referred to in this article 8 apply to all Services to be provided by Thermen Resorts.
- 8.2** In the event that a special arrangement as referred to in article 9, article 10 and article 11 of these General Terms and Conditions departs from a general provision in this article 8, that special arrangement will apply.
- 8.3** Notwithstanding the provisions in the following paragraphs of this article 8, under the Contract Thermen Resorts is obliged to provide the agreed Service(s) at the agreed times in the manner customary within Thermen Resorts.
- 8.4** The obligation referred to in article 8.3 will not apply:
- a. in the event of a No-Show;
  - b. if the Client has not paid the security deposit referred to in article 5 and/or made the interim payment in a timely manner and completely;
  - c. if the Client does not fulfil the obligations that the Client has to Thermen Resorts on whatever basis in a timely manner and completely in a different way; and/or
  - d. in case of force majeure on the part of Thermen Resorts as referred to in article 19.
- 8.5** Thermen Resorts is entitled to wish Clients and/or Guests to be satisfied with one or more Services other than those that would be made available according to the Contract, except if such a wish must be considered obviously unfair and manifestly too inconvenient for the Client and/or Guest. In that latter case the Client and/or Guest has the right to terminate the Contract with immediate effect to which the aforementioned wish of Thermen Resorts relates, however without Thermen Resorts being obliged to pay any compensation and without prejudice to the obligations of the Client and/or Guest under other Contracts with Thermen Resorts. If Thermen Resorts saves costs on the basis of the foregoing by making accommodation available other than that which should have been made available according to the Contract, the Client and/or Guest will have a right to the amount of that saving. For the rest Thermen Resorts will never be obliged to pay any compensation.
- 8.6** Thermen Resorts will perform Contracts, or provide Services, to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. If Clients and/or Guests are not satisfied with part of the Service(s) provided the Client and/or Guest concerned must make their complaint known to Thermen Resorts in writing by using complaint forms to be obtained on request. The Client and/or Guest must give a clear description of the complaint (in any case stating the date and time, giving a detailed description of the complaint, and giving an indication of employees of Thermen Resorts possibly involved) and allow Thermen Resorts a reasonable period according to circumstances as yet to provide the agreed Service(s) properly. If the complaint has not been made known to Thermen Resorts in writing without delay, then any relevant claim of the Client and/or Guest against Thermen Resorts will lapse.
- 8.7** Thermen Resorts is not obliged to take receipt of and receive for safekeeping any Property of Clients and/or Guests. If Thermen Resorts agrees to take receipt of and receive for safekeeping

any item of Property of Clients and/or Guests and charges Clients and/or Guests any amount for taking receipt of and receiving these items of Property, then Thermen Resorts must pay attention to those items of Property with due care and diligence, notwithstanding the provisions in article 18 of these General Terms and Conditions.

- 8.8** Thermen Resorts will acquire ownership of the items of property lost or left behind in the building and appurtenances of Thermen Resorts that have been found by a Client and/or Guest and handed in to Thermen Resorts, and which the person entitled has not reported to Thermen Resorts within sixty (60) days after being handed in. If Thermen Resorts sends the items of Property left behind by the Client and/or Guest to them, this will be done fully at the expense and risk of the Client and/or Guest. Thermen Resorts is never obliged to send them.
- 8.9** Thermen Resorts is entitled at any time to terminate the provision of Services to Clients and/or Guests when Clients and/or Guests repeatedly violate the internal rules of Thermen Resorts or behave themselves otherwise in such a way that this can or does disturb the order and rest in Thermen Resorts and/or the normal business operations of Thermen Resorts. In that case, after payment in full of the amounts due under one or more Contracts concluded between Thermen Resorts and a Client and/or Guest, Clients and/or Guests must leave Thermen Resorts immediately on request. Thermen Resorts may exercise the aforementioned entitlement only if the nature and gravity of the violations committed by Clients and/or Guests or their behaviour give sufficient cause to do so in the reasonable opinion of Thermen Resorts.
- 8.10** Disruptive behaviour, verbal as well as non-verbal, inappropriate desired and/or professional or paid intimacies or unwanted intimacies are not allowed. During his/her stay at Thermen Resorts the Client and/or Guest must also refrain from and see to it that others in his/her company refrain from drug use. After payment in full, Clients and/or Guests who do not comply with the provisions of this article 8.9 must leave Thermen Resorts immediately.
- 8.11** In case of violation of the prohibition of professional or paid intimacies, direct as well as indirect, as well as in case of a reasonable suspicion of this at Thermen Resorts, all this exclusively at the discretion of Thermen Resorts, the Client and/or Guest who violates the prohibition, without any notice of default or other formality being required, will forfeit to Thermen Resorts an immediately due and payable penalty or penalty not susceptible to setoff or compensation in the amount of EUR 10,000 (ten thousand euros) per violation, without prejudice to the rights of Thermen Resorts under the law and/or the Contract and without prejudice to the right of Thermen Resorts to claim performance. Besides paying the penalty, the Client and/or Guest in violation must compensate Thermen Resorts for the damage and/or loss suffered as a result of his/her shortcoming in so far as this damage and/or loss exceeds the amount of the penalty. Furthermore, the Client and/or Guest in violation will be permanently denied admission to Thermen Resorts.
- 8.12** Thermen Resorts is entitled not to provide Services or to discontinue them at any time if the Client and/or Guest does not behave themselves in conformity with the state of Thermen Resorts and the standards and values applicable within Thermen Resorts. Among other things, Thermen Resorts can set requirements concerning the appearance, behaviour and personal hygiene of Clients and/or Guests. As a consequence of the foregoing in this provision, when asked to do so, Clients and/or Guests must leave Thermen Resorts immediately.

## **9. RIGHTS AND OBLIGATIONS OF THE HOTEL ESTABLISHMENT**

- 9.1** During the agreed period, Thermen Resorts is obliged to Clients and/or Guests to make accommodation available of the customary quality within Thermen Resorts. The accommodation is available to the Client and/or Guest from 14.00 hours on the day of arrival until 11.00 hours on the day of departure. On request and for an additional payment of an adjusted rate a late

check-out can be agreed. Then the accommodation will be available to the Client and/or Guest until 14.00 hours on the day of departure.

**9.2** Thermen Resorts must be able to provide the Hospitality services customary in its hotel that go with the accommodation, as well to allow use of the facilities that are customary there.

**9.3** Thermen Resorts will be entitled to consider a Contract or reservation of lodgings to be cancelled if the Client and/or Guest does not report to Thermen Resorts by 18.00 hours at the latest on the day of arrival, without prejudice to that which is provided in article 7 (Cancellation by Thermen Resorts).

## **10. RIGHTS AND OBLIGATIONS OF THE RESTAURANT ESTABLISHMENT**

**10.1** Thermen Resorts must make the agreed facilities available to Clients and/or Guests at the agreed time and provide the agreed foods and/or beverages of a quantity, quality and in a way that is customary in the restaurant of Thermen Resorts.

**10.2** If no foods and/or beverages have been agreed beforehand, then at the request of the Client and/or Guest Thermen Resorts will provide the foods and/or beverages that it is able to provide at the time, without prejudice to the rest of that which is provided in article 10.1.

**10.3** If a Client and/or Guest has not arrived within a half hour after the agreed time, Thermen Resorts will be entitled to consider the reservation cancelled, without prejudice to that which is provided in article 7 (Cancellation by Thermen Resorts).

## **11. RIGHTS AND OBLIGATIONS RELATING TO FUNCTION ROOM RENTAL**

**11.1** Thermen Resorts must be able to provide the Hospitality services to the Clients and Guests that go with making one or more function rooms available.

**11.2** After consulting with the local competent authority, Thermen Resorts will be entitled to terminate the Contract owing to a well-founded fear of disturbance of the public order, according to the reasonable opinion of Thermen Resorts. If Thermen Resorts uses this entitlement, then Thermen Resorts will not be obliged to pay any compensation.

**11.3** If a Client and/or Guest has not arrived within a half hour after the agreed time, Thermen Resorts will be entitled to consider the reservation cancelled, without prejudice to that which is provided in article 7 (Cancellation by Thermen Resorts).

## **12. RIGHTS AND OBLIGATIONS RELATING TO WELLNESS AND HEALTH & BEAUTY SERVICES**

**12.1** It holds with respect to Wellness services and Health & Beauty services that if the Client and/or Guest shows up more than five (5) minutes late, Thermen Resorts will be entitled to shorten the treatment of the Client and/or Guest by the lost time. In that case the Client and/or Guest will nevertheless be required to pay the entire Invoice Value of the agreed Wellness services and/or Health & Beauty services.

**12.2** Thermen Resorts is not obliged to take receipt of or store any property of the Client and/or Guest. Clothing lockers and valuables lockers for this are present in the changing room and the Roman bath landscape, that can be locked with a key that can be worn on a wrist or ankle band. Each hotel room also has a hotel safe available that can be used with a PIN code to be entered by the Client and/or Guest. The Client and/or Guest is responsible him/herself for the locker used and the corresponding key, if any.

### **13. GENERAL OBLIGATIONS OF THE CLIENT AND/OR GUEST**

- 13.1** The Client and/or Guest must obey the applicable internal rules and follow the reasonable instructions of Thermen Resorts. Thermen Resorts will make the internal rules known in a clearly observable place or provide them in writing, to which the provisions in article 2.9 will apply mutatis mutandis. Thermen Resorts may give reasonable instructions orally. The internal rules of Thermen Resorts can also be consulted via the website of Thermen Resorts.
- 13.2** The Client and/or Guest must cooperate with reasonable requests by Thermen Resorts in relation to its statutory obligations, including those relating to safety, identification, food safety/hygiene and limitation of nuisance.
- 13.3** Items of Property lost or left behind in the building and appurtenances of Thermen Resorts that are found by a Client and/or Guest must be turned in by them to Thermen Resorts with all possible speed.

### **14. RENTAL AND RENT OF ITEMS OF PROPERTY**

- 14.1** Items of property (hereinafter: the Items of Property) rented by Thermen Resorts to Clients and Guests, including but not limited to bathrobes and towels will at all times remain the property of Thermen Resorts and may be used by or on behalf of the Clients and Guests from the start date of the Contract until the time that the Contract ends for whatever reason.
- 14.2** Thermen Resorts is entitled to set a security deposit that the Clients and Guests must pay to Thermen Resorts before the start date of the Contract. Thermen Resorts is entitled to deduct all damage and costs in relation to the Items of Property and the obligations arising from the rental that are at the expense of the Clients and Guests from the security deposit received, without prejudice to the other rights of Thermen Resorts.
- 14.3** The Items of property may only be used in the building and appurtenances of Thermen Resorts and must be used carefully for the purpose for which they are intended and according to the instructions and directions of Thermen Resorts.
- 14.4** The Items of Property must be kept in their original condition. It is not allowed to make changes to or in them nor to change or remove the numbers and/or trademarks placed on them.
- 14.5** The Clients and Guest must properly maintain the Items of Property. Clients and Guests are not allowed to lend out all or part of the Items of property or allow a third party to use them in a different way.
- 14.6** Any damage to the Items of Property as well as loss or theft of the Items of Property is fully at the expense of the Clients and Guests, who are liable for them, which also holds for all consequential or other loss of Clients and Guests or of third parties due to total or partial destruction or loss of the Items of Property, to a defect in the Items of Property, to maintenance of the Items of Property and/or to the use or transport of the Items of Property.
- 14.7** Damage to third parties that for whatever reason is not fully compensated by the insurance will be at the expense of the Clients and Guests, who indemnify Thermen Resorts for all liability in relation to this.
- 14.8** The Clients and Guests must report damage to, theft of or loss of the Items of Property immediately to Thermen Resorts.
- 14.9** At the end of the Contract the Items of Property must immediately be given back to Thermen Resorts in their original condition, in good condition and complete with all accessories, failing

which the Clients and Guests must compensate Thermen Resorts for the new value of the Items of Property.

## **Section 2**      **CONTRACTS OF SALE**

### **15. DELIVERY OF PRODUCTS AND PASSING OF RISK**

- 15.1** The Products will be delivered to the address given by the Client and/or Guest or in person by the granting of possession. Thermen Resorts will deliver the Products ordered by the Client and/or Guest with all possible speed but within thirty days at most, to be counted from the day on which the Client and/or Guest placed his/her order.
- 15.2** The delivery periods indicated by Thermen Resorts are indicative and never to be considered to be deadlines. In case of late delivery, Thermen Resorts must be put in default in writing no later than within two working days by the Client and/or Guest. In that case the Client and/or Guest must allow Thermen Resorts a reasonable period yet to comply with its obligations. Under no circumstances will exceeding of the agreed delivery time give a right to compensation.
- 15.3** If it is not possible to deliver the Products ordered by the Client and/or Guest because the Product is not available, Thermen Resorts will notify the Client and/or Guest of this as soon as possible. Within thirty days after this notification Thermen Resorts will refund the amount paid by the Client and/or Guest to the Client and/or Guest.
- 15.4** In case Clients and/or Guest do not take receipt of the Products, Thermen Resorts will be entitled to store the Products in question fully at the expense and risk of the Client and/or Guest for a maximum period of 30 (thirty) days, after which Thermen Resorts will determine what to do next with these Products.
- 15.5** At the time the Client and/or Guest takes receipt of the Products, the risk thereof will pass to the Client and/or Guest.

### **16. INSPECTION AND OBLIGATION TO COMPLAIN ABOUT PRODUCTS**

- 16.1** The Client and/or Guest must check the Products immediately after delivery for any shortcomings and/or damage. The Client and/or Guests must notify Thermen Resorts in writing of any shortcomings and/or damage within two working days after delivery, failing which Thermen Resorts will be entitled not to handle complaints to that effect.
- 16.2** The Client and/or Guest will not be able to enforce claims any more if the notification to Thermen Resorts takes place later than two working days after the time at which the Client and/or Guest could reasonably have discovered any shortcomings and/or damage.
- 16.3** Products can only be returned to Thermen Resorts after prior written permission from Thermen Resorts. In the event that they are returned, the Products must be in their original condition and in the original packaging. The costs of return will be at the expense of the Client and/or Guest.
- 16.4** If Thermen Resorts considers the complaint well-founded, without being liable for further compensation, Thermen Resorts will have the choice either to replace the Products in question or to issue a credit note for the Products up to the Invoice Value at most.
- 16.5** The presence of a shortcoming and/or damage as referred to in this article will not give the Client and/or Guest the right to suspend the payment obligation.



## **17. WARRANTIES ON PRODUCTS**

- 17.1** Unless otherwise agreed in writing, Thermen Resorts warrants that the Products do not contain properties other than those included in the descriptions and specifications it applies.
- 17.2** The warranty will not apply or will lapse if:
- a. minor differences in quality, dimensions, finishing or colour that are customary in the trade or technically unavoidable;
  - b. the Client and/or guest has not complied with the provisions in article 16 of these General Terms and Conditions;
  - c. the Client and/or Guest has not strictly followed the instructions and rules and regulations of Thermen Resorts or those of the manufacturer and/or supplier of the Products on the manner of storage and use of the Products;
  - d. the Client and/or Guest has not complied with his/her obligations under the Contract of Sale.
- 17.3** If Thermen Resorts delivers Products to the Client and/or Guest which Thermen Resorts has obtained from its suppliers, Thermen Resorts will never be obliged to give a more far-reaching warranty or be liable with respect to the Client and/or Guest than that which Thermen Resorts can claim from its suppliers, on the understanding that Thermen Resorts will not be liable at all for properties of, the use or the consequences of the use of, or otherwise with respect to Health and Beauty Products, for which it refers the Client and/or Guest to the manufacturer and/or supplier of the relevant Health and Beauty Products.

## **Section 3      CONTRACTS FOR SERVICES AND CONTRACTS OF SALE**

## **18. LIABILITY AND LIMITATION OF LIABILITY**

- 18.1** Thermen Resorts is liable for damage and/or loss that the Client and/or Guest suffers and that is a consequence of a failure imputable to Thermen Resorts in the performance of the Contract. The damage and/or loss for which Thermen Resorts is insured or should reasonably have been insured is however the only damage that qualifies for compensation - given the nature of the business of Thermen Resorts and the market in which it operates - and only up to the amount that the insurer pays in a particular case.
- 18.2** The following does not qualify for compensation:
- a. financial loss, such as - but not limited to - trading loss, consequential loss, loss due to delay and loss of profit;
  - b. damage and/or loss due to acts or omissions of the Client and/or Guest or third parties in conflict with instructions given by Thermen Resorts or the manufacturer and/or supplier of the Products, or in conflict with the Contract and/or the General Terms and Conditions;
  - c. damage and or loss due to properties of, the use or consequences of the use of or otherwise due to Health and Beauty Products, for which the Client and/or Guest is referred to the manufacturer and/or supplier of the relevant Health and Beauty Products;
  - d. damage and/or loss as a direct consequence of incorrect, incomplete and/or inadequate information provided by or on behalf of the Client and/or Guest to Thermen Resorts.
- 18.3** If:
- a. it is not possible for Thermen Resorts at the time of entry into the Contract or not possible on reasonable terms and conditions to take out insurance as referred to in article 18.1 or to extend it afterwards on reasonable terms and conditions;
  - b. the insurer does not proceed to pay the claim in question;
  - c. the insurance does not cover the damage and/or loss in question;

compensation of the loss will be limited to three times the amount that Thermen Resorts agreed with the Client and/or Guest for the Contract (exclusive of VAT) with a maximum of €1,000 (one thousand euros).

- 18.4** The Client and/or Guest indemnifies Thermen Resorts against all claims of third parties due to damage and/or loss arising from or in connection with Services provided and/or Products delivered by Thermen Resorts, in so far as Thermen Resorts would not also be liable to the Client and/or Guest for such damage and/or loss.
- 18.5** Without prejudice to that which is provided in article 8.7 Thermen Resorts will not be liable for damage to or loss of Items of Property taken along by a Client and/or Guest. The Business Client indemnifies Thermen Resorts against relevant claims of Guests. That which is provided here will not apply in so far as the damage and or loss is to blame on an intentional act or omission of gross negligence of Thermen Resorts.
- 18.6** If damage occurs to Items of Property put in safekeeping by Clients and/Guests for which a payment as referred to in article 8.5 is charged, Thermen Resorts will be liable to pay the claim for these Items as a result of damage or loss, however with due observance of the provisions of this article 18. Compensation is never due for the other Items of Property in the Items of Property put in safekeeping.
- 18.7** If Thermen Resorts takes receipt of and/or puts Items of Property in safekeeping or if Items of Property are in any way, wherever and by whomever, deposited and/or left behind without Thermen Resorts having stipulated any payment for that beforehand, then Thermen Resorts will never be liable for damage to or in connection with those Items of Property no matter how it occurred, except if and in so far as the damage is the direct consequence of an intentional act or omission of gross negligence of Thermen Resorts.
- 18.8** Thermen Resorts will never be liable for damage to or with vehicles of Clients and/or Guests, except if and in so far as the damage is the direct consequence of an intentional act or omission of gross negligence of Thermen Resorts.
- 18.9** Clients and/or Guests will be liable to Thermen Resorts for all direct and indirect damage and/or loss that has arisen or will arise for Thermen Resorts and/or any third party involved by or on behalf of Thermen Resorts in providing the Services and/or performing the Contract as a direct or indirect consequence of an imputable failure (breach of contract) and/or wrongful act towards Thermen Resorts, also including violation of the internal rules, committed by the Client and/or the Guest and/or those who accompany him/her, as well as for all damage caused by any animal and/or any substance and/or any item of which they are the holder or which is under their supervision.
- 19. FORCE MAJEUR**
- 19.1** Force majeure is understood to mean a failure in the performance of a Contract that cannot be imputed to Thermen Resorts (non-imputable failure), but stands in the way of performance of the Contract by Thermen Resorts in such a way that performance thereof becomes impossible or onerous.
- 19.2** Force majeure as referred to in article 19.1 includes in any case, but is not limited to, a failure as a result of (a) problems in and/or serious interruptions of the production process at suppliers, including utility companies, (b) failure by third parties to deliver essential materials, (c) intentional act or omission or gross negligence of auxiliary persons, (d) industrial action, walkouts, lock-outs or other employment conflicts, (e) excessive sickness absence of employees, (f) fire, (g) exceptional weather conditions (such as, among other things, but not limited to lightning strikes, fire, flooding, earthquakes, erosion, heavy wind or storm), (h) government measures (on national as well as international level), including import and export bans, obstacles to import and export, decisions or delays by government authorities, sanctions or amendments to laws and regulations, (i) war, mobilisation, disturbances, riot, state of siege, (j) sabotage, (k) traffic congestion, (l) machine breakdown (m) transport delay, (n) epidemics, pandemics and

government measures to combat them, (o) failure of mains services, energy supply or essential infrastructure, (p) cyberattacks, data breaches, system failures and failure of IT or communication systems and/or (q) scarcity of raw materials or extreme price increases as a result of market conditions outside the sphere of influence of Thermen Resorts.

**19.3** In case of force majeure it will be seen in mutual consultation in all reasonableness between Thermen Resorts on the one hand and the Client and/or Guest on the other whether the Contract can be suspended or adjusted to the new situation, for example by amending and/or relocating the Contract. Cost reductions and/or cost increases resulting from the aforementioned adjustments will be fully at the expense and risk of the Client and Guest.

**19.4** If suspension or adjustment proves to be impossible, Thermen Resorts and the Client and/or Guest will be entitled to terminate the Contract or the part of it not yet performed owing to force majeure. Thermen Resorts will retain the right in all cases to the entire agreed Reservation Value, less all cost reductions and plus all cost increases resulting from this termination. It holds for Consumer Customers and/or Guests that - as far as the part of the Contract regarded as a contract for services is concerned - Consumer Customers and/or guests must pay the actual costs incurred and a reasonable wage for that part of the Contract instead of the Reservation Value.

**19.5** Thermen Resorts is not liable for force majeure situations. The Client and Guest have no right to any compensation in in case of force majeure.

## **20. EPIDEMIC DISEASES**

**20.1** The provisions of this article will be applicable in the event of epidemic and/or contagious diseases, understood to mean but not limited to Covid-19, jointly referred to below as: epidemic diseases. These provisions will apply if a Contract cannot be performed in the agreed form because of government measures. In this context 'government measures' mean: the government rules and measures in force at the relevant time in connection with epidemic diseases.

**20.2** This article will enter into effect only after the government measures are in force. Until that time the original arrangements/agreements made by the parties will apply. This article prevails over the Contract.

**20.3** Thermen Resorts makes efforts to take government measures into consideration when performing the Contract.

**20.4** The Client must see to it that the Client and the Guests take government measures into consideration in the performance of the Contract.

**20.5** Thermen Resorts is not responsible or liable for failure by the Client and/or Guests to take government measures into consideration. The Client and the Guests indemnify Thermen Resorts against any relevant claims.

**20.6** If a Contract cannot be performed in the agreed form as a result of government measures, Thermen Resorts and the Clients and Guests will consider this to be force majeure on the part of Thermen Resorts as a result of epidemic diseases and the force majeure provision in these General Terms and Conditions will be applicable.

**20.7** Temporary discontinuation of services or suspension of a Contract by Thermen Resorts due to failure by the Client and/or Guest to comply with government measures is not force majeure.

**20.8** The starting point is that the Contract will be adjusted to the government measures. Thermen Resorts on the one hand and the Client and/or Guest on the other will see in mutual consultation

whether adjustment of the Contract is possible, regarding which all parties must act solution-oriented, reasonably and fairly.

- 20.9** If the Contract is adjusted in accordance with the preceding provision, the Reservation Value agreed between Thermen Resorts on the one hand and the Client and Guest on the other will remain due and payable to Thermen Resorts, on the understanding that all cost reductions will be deducted from this and all cost increases will be added to the Reservation Value. Thermen Resorts will make efforts to minimise cost increases and maximise cost reductions. The Client and Guest understand that in this regard Thermen Resorts is however also dependent on all suppliers involved and the terms and conditions they apply.
- 20.10** If the Contract cannot be adjusted to the government measures, the starting point is that the time of performance of the Contract will be moved. Thermen Resorts on the one hand and the Client and/or Guest on the other will see in mutual consultation if moving is possible, regarding which all parties must act solution-oriented, reasonably and fairly.
- 20.11** If a date in the Contract is adjusted, the Reservation Value agreed between Thermen Resorts on the one hand and the Client and/or Guest on the other will remain due and payable to Thermen Resorts, on the understanding that all cost reductions will be deducted from this and all cost increases will be added to the Reservation Value. Thermen Resorts will make efforts to minimise cost increases and maximise cost reductions. The Client and Guest understand that in this regard Thermen Resorts is however also dependent on all suppliers involved and the terms and conditions they apply.
- 20.12** If the Contract cannot be adjusted within the framework of this article, Thermen Resorts and the Client and/or Guest will be entitled to terminate the Contract or the part of it not yet performed owing to force majeure and Thermen Resorts will not provide any more services. If the Contract is terminated and Thermen Resorts does not provide any more services, the Reservation Value agreed between Thermen Resorts on the one hand and the Client and Guest on the other will remain due and payable to Thermen Resorts, on the understanding that all cost reductions will be deducted from this and all cost increases will be added to the Reservation Value. Thermen Resorts will make efforts to minimise cost increases and maximise cost reductions.

The Client and Guest understand that in this regard Thermen Resorts is however also dependent on all suppliers involved and the terms and conditions they apply. In the event of Consumer Customers and/or Guests - as far as the part of the Contract that is regarded as a contract for services is concerned - Consumer Customers and/or Guests must pay the actual costs incurred and a reasonable wage instead of the Reservation Value for that part of the Contract.

## **21. INTELLECTUAL PROPERTY RIGHTS**

- 21.1** All present and future intellectual and industrial property rights, including but not limited to copyrights and database rights, in all Products, Goods and/or the results of Services, including but not limited to copy, models, drawings, designs, documentation, photographic recordings, films, information carriers, hardware and software (in object and source code), data and data files which are the subject of and/or ensue from and/or are used in the performance of the Contract or compliance with the obligations under the Contract between Thermen Resorts and the Client and/or Guest, are vested exclusively in Thermen Resorts or its licensors. Nothing in the Contract or the General Terms and Conditions is for the purpose of transfer of the aforementioned present and future intellectual and industrial property rights to the Client and/or Guest. If the aforementioned rights are not vested in Thermen Resorts, immediately when requested to do so, the Client and/or Guest must cooperate in every way in transfer of the relevant right to Thermen Resorts.

**21.2** The rights in the Products, Goods and/or the results of Services referred to in article 21.1 or information/data will remain the property of Thermen Resorts or its licensors, irrespective of whether the Client and/or Guest have been charged for the manufacture thereof. The Client and/or Guest may not copy, use or show third parties these Goods and information/data without prior written permission from Thermen Resorts.

**21.3** If and in so far as in Thermen Resorts grants a right of use to the Client and/or Guest, then the Client and/or Guest will exclusively acquire a revocable, non-exclusive and non-transferable right of use that is limited to the agreed use.

## **22. PROCESSING OF PERSONAL DATA**

**22.1** For the processing of personal data or having it processed Thermen Resorts (as referred to in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the 'GDPR')) Thermen Resorts refers to the privacy statement of Thermen Resorts, that can be found on the website of Thermen Resorts.

## **23. TERMINATION**

**23.1** In the event that the Client and/or Guest does not comply fully or partially with his/her obligations under the Contract, the Client and/or Guest will be in default by operation of law and Thermen Resorts will have the right to terminate all or part of the Contract, without further notice of default and without judicial intervention, unilaterally by means of a written notice to the Client and/or Guest and/or to suspend its obligations under the Contract, without Thermen Resorts being obliged to pay any compensation and without prejudice to any rights to which Thermen Resorts is entitled, including the right to full compensation. All claims that Thermen Resorts might have or acquire against the Client and/or Guest in these cases will be immediately due and payable in full.

**23.2** In the event of the insolvency, suspension of payment, discontinuation, liquidation/death or takeover or any comparable situation of the business of the Client and/or Guest or if a Business Client discontinues his/her business or if the Debt Restructuring (Natural Persons) Act (WSNP) is declared applicable to a Consumer Customer or if attachment is imposed on a considerable part of the assets of the Client and/or Guest or if the Client and/or Guest can no longer be expected to comply with the obligations under the Contract, which is at the discretion of Thermen Resorts, the Client and/or Guest will be in default by operation of law and Thermen Resorts will have the right to terminate all or part of the Contract unilaterally without further notice of default and without judicial intervention by way of a written notice without Thermen Resorts being obliged to pay any compensation and without prejudice to its other rights, including the right of Thermen Resorts to full compensation.

## **24. FINAL PROVISIONS AND DUE DATES**

**24.1** The invalidity of one or more of the stipulations in these General Terms and Conditions will not affect the validity of all other stipulations. If a stipulation in these General Terms and Conditions proves to be invalid for any reason, then the parties will be expected to agree a valid replacement stipulation that approaches the purport and scope of the invalid stipulation as much as possible.

**24.2** Failure by Thermen Resorts in relation to a Contract to exercise a right under a Contract or postponing this will not count as waiving such a right. A single or partial exercise of a right under any Contract by Thermen Resorts will not exclude any different or further exercise of that right or of other rights.

**24.3** Notices to Thermen Resorts in relation to a Contract and/or the provision of Services and/or the delivery of Products must be in writing and sent to Thermen Resorts at the correspondence address published on its website. Notices to Clients and/or Guests in relation to entering into a Contract must be sent in writing to the correspondence address provided by the Client and/or Guest in the context of entering into the most recent Contract.

**24.4** Notwithstanding provisions of mandatory law, legal actions and other rights of the Client and/or Guest on any basis with respect to Thermen Resorts in connection with Services provided and/or Products delivered will lapse after twelve (12) months from the date on which Client and/or Guest were aware or could reasonably have been aware of these rights and powers but did not file a claim against Thermen Resorts on that basis before this period expired.

**24.5** Notwithstanding provisions of mandatory law, in case the Client and/or Guest filed a written claim with Thermen Resorts within the period referred to in article 24.4 in connection with Services it provided and/or Products it delivered, that claim will lapse as well if the legal action in that respect is not brought by the Client and/or Guest against Thermen Resorts within a period of four (4) months after the court with jurisdiction under article 25 of the General Terms and Conditions has received the written claim.

## **25. APPLICABLE LAW AND DISPUTES**

**25.1** These General Terms and Conditions are governed by Dutch law.

**25.2** All disputes, of any nature whatsoever - including those which are considered to be such only by one of the parties - that might arise between Thermen Resorts and the Client and/or Guest by reason of the Contract or the contracts derived from it, will be settled by the Gelderland District Court, Zutphen location, to the exclusion of the competency of any other body, unless before the settlement of the dispute, within a month after Thermen Resorts had relied on this stipulation in writing with respect to the Client and/or Guest, a Consumer Customer has chosen the court with jurisdiction according to the law to settle the dispute.

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