

LA COLOMBE BOUTIQUE HOTEL

GENERAL TERMS AND CONDITIONS

(HOSPITALITY CONTRACT - HEREINAFTER REFERRED TO AS "TERMS AND CONDITIONS")

1. SCOPE

These General Terms and Conditions (hereinafter referred to as GTC) apply to the provision of hotel rooms for accommodation and reservations in the Restaurant zur Taube 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. The Guest within the meaning of these Terms and Conditions is both the end consumer and the commercially active entrepreneur.

All offers of Almagi Schweiz GmbH are based on these GTC. They shall form an integral part of every contract. Amendments to these GTC require an express written agreement between the parties.

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2. CONTRACT CONCLUSION

The contracting parties are Almagi Schweiz GmbH (hereinafter referred to as "La Colombe Boutique Hotel") 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 La Colombe Boutique Hotel together with the third party as joint and several debtors for all obligations arising from or in connection with the stay at La Colombe Boutique Hotel.

The contract is concluded by the acceptance of the reservation request by La Colombe Boutique Hotel. If La Colombe Boutique Hotel makes a binding offer to the guest, the contract is concluded by the guest's acceptance of the hotel or table offer. In both cases, La Colombe Boutique Hotel is free to confirm the booking in writing, without this constituting a contractual requirement.

Changes to the content of the contract are only binding if they have been confirmed in writing by La Colombe Boutique Hotel.

3. SERVICES, PRICES, PAYMENTS, OFFSETTING

La Colombe Boutique Hotel is obliged to keep the hotel rooms and/or table booked by the guest available and to provide the services agreed with the guest. The reserved hotel rooms and the table in the Restaurant zur Taube are only available to the guest for the agreed period of time.

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The provision of the booked hotel rooms or table in the Restaurant zur Taube to guests other than those specified in the reservation or the provision of services to service recipients other than those specified in the reservation require the prior written consent of La Colombe Boutique Hotel, which may also be refused without stating the reason, without this releasing the guest from his payment obligations towards La Colombe Boutique Hotel.

The guest is obliged to pay to La Colombe Boutique Hotel the applicable or agreed fee for the provision of the booked rooms and/or table reservation and the other services used by the guest. This also applies to services and expenses of La Colombe Boutique Hotel to third parties arranged by the guest.

Room and penthouse rates are per room per night including service, VAT at the applicable rate but excluding City Tax. Included in the price is access to the fitness centre. All rooms are non-smoking. La Colombe Boutique Hotel reserves the right to charge any cleaning costs to the guest in the event of smoking. The price of breakfast is CHF 23.00 including VAT per person per day and is not included in the room and penthouse rates.

All prices are quoted in Swiss francs (CHF). Invoices are issued exclusively in CHF. Should the period between the reservation and the contractually agreed provision of services exceed 6 months, La Colombe Boutique Hotel is entitled unilaterally and without prior notice to the guest to charge the prices valid at the time of the overnight stay. The menu and beverage prices in the restaurant may be changed at any time without prior notice to the guest.

The prices can also be changed by La Colombe Boutique Hotel if the guest subsequently requests changes to the number and/or type of hotel rooms or tables booked in the Restaurant zur Taube, the service provided by La Colombe Boutique

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Hotel or the length of stay of the guests, and La Colombe Boutique Hotel agrees to this in writing. Invoices from La Colombe Boutique Hotel without a due date are deemed to be due and payable within 20 calendar days of the invoice date without deduction.

La Colombe Boutique Hotel 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 shall be credited in full to the invoice - but without interest. 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.

A cash payment exceeding the sum of CHF 1,000.00 or a transfer back to an account other than the one used for the advance payment will not be made under any circumstances. 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, La Colombe Boutique Hotel is entitled to charge interest on arrears at a rate of 5% p.a.. In addition, La Colombe Boutique Hotel reserves the right to prove higher damages. The guest is not entitled to a set-off defence.

The following payment options are offered: Cash, Maestro, and Postcard as well as American Express, MasterCard, VISA and Diners Club credit cards.

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4. ROOM PROVISION, HANDOVER AND RETURN

4.1 Arrival and Departure

The guest does not acquire any claim to the provision of a specific room or table, subject to a prior and written agreement to the contrary. On the day of arrival, the room is available from 2.30 pm at the earliest. The guest has no right to earlier availability. On the agreed day of departure, the hotel rooms must be vacated and made freely available by 10.30 a.m. at the latest. In the event of early arrival or late departure, the hotel rooms may also be occupied earlier or vacated later in consultation with and with the consent of La Colombe Boutique Hotel. If the room is occupied by the guest for a longer period of time without prior agreement, La Colombe Boutique Hotel is entitled to charge 50% of the room rate until 4 p.m. and 100% of the room rate from 4 p.m. onwards.

4.2 Children

A baby cot for children up to 3 years is free of charge. For children between 4 and 12 years, depending on the room category, an extra bed can be placed in the parents' hotel room at a cost of 80.00 per night. For children aged 12 and over, the extra bed is charged at CHF 120.00. Breakfast for children from 7 to 12 years is CHF 15.00 per child and from 13 years CHF 23.00, both inclusive of VAT.

4.3 Dogs

Well-behaved dogs are accommodated by La Colombe Boutique Hotel on request at a cost of CHF 30.00 per day, food excluded. The dog may enter the restaurant if it is well behaved. La Colombe Boutique Hotel reserves the right to charge the dog owner for any additional cleaning costs and repair costs for any damage caused.

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5. GUEST WITHDRAWAL (CANCELLATION) / LA COLOMBE BOUTIQUE HOTEL (NO SHOW)

In the event of cancellation, La Colombe Boutique Hotel grants the accommodation guest the following contractual right of withdrawal. In case of cancellation before the scheduled arrival we charge the following cancellation fee for the booked hotel rooms:

- For a stay from 7+ days up to 7 days before free of charge
- For a stay of 30+ days up to 14 days in advance free of charge
- For a stay up to 7 days 3 days in advance free of charge

After that we charge 100% of the agreed hotel room rate for the entire stay if the hotel room cannot be resold by the reservation date.

For the cancellation of the table in the Restaurant zur Taube in connection with the room reservation, a cancellation fee of CHF 150.00 including statutory VAT will be charged per guest if the table cannot be cancelled up to 3 days before the arrival date or resold by the reservation date.

In the event of a no show or early departure, the full hotel room rate and CHF 150.00 per person including VAT will be charged for the table in the Restaurant zur Taube.

For the restaurant guest, La Colombe Boutique Hotel grants the following right of cancellation:

Cancellation of the table at Restaurant zur Taube is free of charge up to 24 hours before the reservation date. After this time, a cancellation fee of CHF 150.00 (including VAT) will be charged per guest if the table cannot be resold before the reservation date.

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For a small group reservation (more than 6 people), cancellation is free of charge up to 3 days before the date. After that, a cancellation fee of CHF 150.00 (including VAT) will be charged per guest if the table cannot be resold by the reservation date.

For a large group reservation (from 25 people), cancellation is free of charge up to 14 days before the date. After that, a cancellation fee of CHF 150.00 (including VAT) will be charged per guest.

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

Cancellation insurance is recommended by La Colombe Boutique Hotel.

6. RESIGNATION OF LA COLOMBE BOUTIQUE HOTEL

If an agreed advance payment or an advance payment otherwise required according to point III is not made even after the expiry of a reasonably short grace period set by La Colombe Boutique Hotel, La Colombe Boutique Hotel is entitled to withdraw from the contract immediately. Furthermore, La Colombe Boutique Hotel is entitled to withdraw from the contract with immediate effect if the commencement, the continuation or the complete fulfilment of the contractual relationship is not or no longer reasonable for La Colombe Boutique Hotel, but among others always if - force majeure/other circumstances for which La Colombe Boutique Hotel is not responsible make the fulfilment of the contract appear unreasonable, - rooms are booked under misleading or false information of essential facts (e.g. in the person of the guest). La Colombe Boutique Hotel has reasonable grounds to assume that the use of the hotel services may jeopardise the smooth running of the business, the

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safety or the reputation of the other guests and/or La Colombe Boutique Hotel, without this being attributable to the sphere of control or organisation of La Colombe Boutique Hotel.

In the aforementioned cases, La Colombe Boutique Hotel shall be entitled to withdraw from the contract immediately and the accommodation guest shall not be entitled to any compensation. La Colombe Boutique Hotel shall be entitled to any deposits or payment guarantees made by the accommodation guest in accordance with the provisions set out in Clauses III and V. VII Liability of La Colombe Boutique Hotel.

La Colombe Boutique Hotel is in principle only liable to the guest for damage caused to the latter deliberately or through gross negligence, which has occurred as a direct consequence of a non-fulfilment or a significant inadequate fulfilment of the contractual obligations assumed by La Colombe Boutique Hotel. The amount of damages shall in any case be limited to a maximum of the compensation for the stay (excluding VAT and cash payments) booked by the guest or actually paid at the time of departure. If disruptions or deficiencies occur in the services of La Colombe Boutique Hotel, La Colombe Boutique Hotel will endeavour to remedy the situation if it becomes aware of them or if the accommodation guest complains about them immediately. The guest has the obligation to contribute everything reasonable to remedy the disturbance and to keep possible damage as low as possible, as well as to inform La Colombe Boutique Hotel immediately of all disturbances or damages.

The La Colombe Boutique Hotel is also only liable for loss or damage to items brought in in the event of intent and gross negligence. Insofar as La Colombe Boutique Hotel is legally liable for third parties, it is also only liable if there is gross negligence on the part of the third party; the liability of La Colombe Boutique Hotel is

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excluded if the third party caused the damage intentionally. The liability of La Colombe Boutique Hotel is expressly limited to the benefits of the Almagi Schweiz GmbH liability insurance, in particular for third party and reflex damage. Any further liability is expressly excluded.

Liability for valuables and cash exists only if these are kept in the room safe or handed in at reception against receipt, up to a maximum amount of CHF 2,000 per claim. La Colombe Boutique Hotel is not liable for any damage resulting from force majeure. Any liability claims shall be forfeited without compensation if the accommodation guest does not notify La Colombe Boutique Hotel in writing immediately after becoming aware of the loss, destruction or damage. La Colombe Boutique Hotel is not liable for loss of or damage to parked or manoeuvred motor vehicles of the accommodation guests and their contents on the La Colombe Boutique Hotel property, unless there is intent or gross negligence.

Messages, mail and consignments of goods for the accommodation guest will be handled with care. La Colombe Boutique Hotel shall undertake the delivery, safekeeping and - on request - forwarding of the same against payment. Claims for damages that are not based on gross negligence or intent as well as third party or reflex damages are excluded.

7. FINAL PROVISIONS, PLACE OF JURISDICTION, APPLICABLE LAW AND ADDRESS FOR SERVICE

Unilateral amendments or additions to these GTC by the accommodation guest are invalid, even in written form. The place of performance and payment is Zug. Should individual provisions of these GTC for the temporary and remunerated provision of La Colombe Boutique Hotel premises for accommodation be invalid or void, this shall not affect the validity of the remaining provisions. In this case, the parties undertake

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to immediately replace the invalid provision with a permissible valid provision which, in terms of its content, comes as close as possible to the original intention in economic terms. The contractual relationship between the Guest and Almagi Schweiz GmbH shall be governed exclusively by Swiss substantive law, to the exclusion of all provisions of the IPRG and any applicable bilateral and multilateral international agreements. The exclusive place of jurisdiction for all claims arising from or in connection with the accommodation contract between the parties mentioned at the beginning shall be Zug. The contractually agreed place of jurisdiction shall also apply to any pre-litigation interim measures. The accommodation guests residing abroad, or accommodation guests without a fixed abode, or with an unknown abode, hereby declare that they wish to submit to compulsory enforcement in Switzerland within the meaning of Art. 50 para. 2 SchKG and choose Zug in favour of Almagi Schweiz GmbH as the special domicile for the fulfilment of all liabilities arising from or in connection with the present accommodation contract. The Accommodation Guest residing abroad, as well as the Guest with no fixed abode or with unknown abode, agrees that any court and/or enforcement documents of the court or enforcement authorities intended for him, including orders and decisions, may be served with legally binding effect at the address of La Colombe Boutique Hotel

Zug, April 2022