

LINDNER HOTELS ANTWERPEN NV (BELGIUM) GENERAL TERMS & CONDITIONS OF BUSINESS

Article 1 Scope

1. These General Terms & Conditions of Business (GTC) apply to all services provided by Lindner Hotels Antwerpen NV (hereinafter referred to as "Lindner") to the guest, the event organizer and other contract partners (hereinafter referred to as "contract partner") and will form an integral part of the contract concluded between Lindner and the contract partner. These services consist, in particular, of allowing use against payment of hotel bedrooms and other rooms, e.g. for seminars, meetings, presentations, conferences, banquets and other events, the sale of food and beverages (F&B), the organization of cultural and sporting events and other programmes, the provision of specific measures in promotion of health and comparable offerings, as well as all associated further products and services of Lindner. Lindner shall be entitled to have its services performed by third parties.

2. These GTC apply to all forms of contracts with contract partners, such as hotel lodging, inclusive tour, contingent or event contracts concluded with Lindner. The GTC shall also apply to all future business between Lindner and the contract partner.

3. The general terms and conditions of the contract partner shall not apply even if Lindner fails to expressly reject those. Counter-confirmations of the contract partner with reference to its general terms and conditions are hereby rejected.

Article 2 Conclusion of contract

1. In principle, the respective contract is binding upon explicit acceptance by Lindner of the verbal or written request by the contract partner. Lindner shall be free to accept the request in writing, verbally, in text form (e-mail, fax) or de facto by providing the service.

2. Where the contract partner concludes a so-called allotment contract, the contract partner shall be liable for all damage caused by the end-user and the contract partner will hold Lindner harmless for all damages caused by the end-user.

3. Sub- or further letting of the rooms by the contract partner, or the complementary use of the rooms by third parties, as well as uses for purposes other than lodging, shall only be permitted if Lindner has given its prior written permission. Upon request, Lindner may, at its discretion, grant an exception in writing. The contract partner will hold Lindner harmless for all damages caused by such third parties.

Article 3 Use, handover of rooms, check-out

1. Rooms are made available exclusively for the purposes of lodging.

2. The contract partner shall be liable towards Lindner for all damage caused by its act, omission or negligence or by the act, omission or negligence of third parties who have received services from Lindner in connection with a contract between Lindner and the contract partner.

3. The Contract Partner shall have no right to use specific rooms. In case such rooms are not available, Lindner shall inform the contract partner in due time and is entitled to offer equivalent rooms in a nearby hotel of the same category. Should the contract partner reject such offer, Lindner has to refund all benefits received from the contract partner.

4. Booked rooms are available to the contract partner as from 16:00 on the day of arrival. Except where agreed otherwise, Lindner shall be entitled to let booked rooms to others after 18:00 in case the contract partner does not

show up in time, whereby the contract partner shall derive no rights or claims as a result hereof.

5. Rooms must be vacated at the latest by 12:00 on the day of departure. In case the rooms are not vacated in time, notwithstanding any losses thus incurred, Lindner may charge the daytime room rate for the additional use of the room until 16:00h, and after 16:00h 100% of the full price of lodging (as mentioned in the applicable price list).

Article 4 Events

1. To enable careful preparation by Lindner, the contract partner shall provide Lindner with the final number of participants at the latest three days prior to the beginning of the event. Insofar as the contract partner thereby notifies a higher number of participants than agreed in the contract, such higher number of participants shall only form an element of the contract if Lindner agrees to this in writing. If Lindner does not agree in writing, the contract partner shall not be entitled to conduct the event with a higher number of participants. If Lindner does agree, the charges shall be based on the new agreement (where applicable with additional expenses). The contract partner shall have no right to consent by Lindner. Irrespective of the number of participants notified, the charges shall be based on the contractual agreements. Should less participants actually attend the event, this shall have no impact on the charges.

2. In case the agreed time of the beginning of an event would shift, Lindner shall be entitled to invoice the contract partner for all additional costs thus incurred.

3. Reserved rooms shall be available to the contract partner only within the period of time agreed in writing; use beyond those times requires the written permission of Lindner and will basically be permitted only against additional charges. Lindner reserves the right to change rooms insofar as the contract partner can reasonably be expected to accept these having taken into account the interests of Lindner.

4. For events going beyond midnight, Lindner shall be entitled to invoice € 50.00 plus VAT per service employee booked for each hour or part thereof. The contract partner shall be liable towards Lindner for additional services provided to the participants in the event, or to third parties in connection with the event and will hold Lindner harmless for any damages caused.

5. Except where expressly agreed otherwise in writing, the contract partner shall obtain all required permits relating to the event at its own expense. The contract partner shall observe all relevant (legal) requirements. The contract partner shall pay any levies payable to third parties for the event, such as GEMA royalties, entertainment tax etc, directly to the creditor concerned without delay.

6. The contract partner shall be liable for the conduct of its employees, the participants at the event, as well as any servants, in the same way as for its own behaviour and the contract partner will hold Lindner harmless for any damages caused by its employees, the participants of the event and any servants. The hotel may request appropriate security from the contract partner (e.g. insurance, deposits, guarantees).

7. To prevent damage, the mounting and assembly of decoration material or other items must be agreed with Lindner in advance. Exhibits and other objects brought in must be removed at the end of the event. Should the contract partner fail to observe this rule, Lindner shall be entitled to have them removed and stored by Lindner at the contract partner's expense. The contract partner shall dispose of all transport packaging, outer packaging and all other packaging materials at its own expense. Should the contract partner leave packaging behind after the end of the

event, this may be disposed of at the contract partner's expense. All items such as decoration material brought in within the scope of the event must meet all relevant legal requirements.

8. Lindner is not insured for items brought in by the contract partner. Concluding such insurance the responsibility of the contract partner.

9. Wherever Lindner is reasonably able to do so, faults or defects on equipment provided by Lindner will be repaired. The contract partner may derive no rights in this respect.

10. Where the contract partner brings in its own electrical systems, the hotel management must give its permission before these are connected to the electricity network. The power consumed will be invoiced at the currently valid electricity prices charged to Lindner by the power supplier. Lindner shall be free to charge a flat rate at its discretion. Any faults or defects in Lindner's technical systems caused by such connection shall be for the account of the contract partner, who will hold Lindner harmless for any damages caused.

11. Where Lindner provides technical or other equipment to the contract partner, Lindner shall be deemed acting in the name of and for the account of the contract partner. The latter shall be liable for due care and due return of such equipment and indemnifies Lindner against all claims by third parties on first written demand. Lindner shall not be liable for failure to provide the equipment on time or for any defects in the equipment provided.

12. In principle, the contract partner may not bring food and beverages to the event. In special cases (e.g. national specialties etc.) this may be agreed in writing; in such cases, an overhead charge will be invoiced with deduction of the proportional cost of sales.

13. Newspaper advertisements containing invitations to job interviews and / or sales events require prior written permission by Lindner. Should publication take place without permission, Lindner shall be entitled to cancel the event.

14. Any form of advertising, information or invitations that create a link to the hotel, especially by use of the hotel's name, requires the prior written consent of the hotel.

Article 5 Provision of services, prices, payments, offsetting and assignment

1. The prices for the respective services are based on the Lindner price list valid at the time the service is provided. All prices are quoted inclusive of the statutory value-added tax rate in force at that time. Increases in value-added tax are for the account of the contract partner. If the period between conclusion of the contract and provision of the first services exceeds 120 days, Lindner shall be entitled to increase prices by a maximum of 15%. Changes to the services at a later date may lead to changes in prices. Lindner shall be entitled to request an advance payment from the contract partner upon conclusion of the contract of up to 100% of the total amount due from the contract partner. The amount of the advance payment and payment dates may be established in the contract.

2. Where the contract partner has booked within a period in which a trade fair, major event or the like is taking place and the timing of such event has changed after conclusion of contract for reasons beyond Lindner's control, the contract shall apply to the new period of time as long as Lindner is able to provide the agreed services at that time. Lindner shall inform its contract partner within a reasonable period of notice whether it can meet its obligations. If the service is not possible, especially in the event that the rooms booked are already let to third parties, the parties may



LINDNER HOTELS & RESORTS

cancel the contract without giving reasons, without possibility to claim damages. This shall not apply to payments already effected; these shall be refunded or credited.

3. Amounts due to Lindner are payable without deduction immediately upon receipt of the invoice concerned. An invoice shall be deemed received by the invoice recipient at the latest 3 calendar days after being sent, except where earlier delivery can be proven. The provisions of law apply to payment arrears.

4. Any collective invoice prepared shall not release the contract partner from the duty to pay individual invoices on time. In the event of default of payment, even of only one individual invoice, Lindner shall be entitled to refuse all further and future services, and to make provision of services subject to a deposit of up to 100% of the payment still outstanding.

5. A collection fee of € 10.00 shall be payable for each reminder issued. In principle, invoices are payable immediately in cash or by credit card. Lindner shall be entitled to refuse cheques, credit cards and foreign currencies. Vouchers from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. Reimbursement for services not used is excluded.

6. The contract partner may only offset against amounts due to Lindner if his claim is undisputed. The same applies accordingly to any exercise of rights of withholding due to the contract partner's own claims. Claims and rights may only be assigned by the contract partner subject to written permission of Lindner.

Article 6 Cancellation

1. Reservations of services to be provided by Lindner are binding upon both parties to the contract. In the case of cancellation the contract partner has to pay an indemnity as follows:

- a) No indemnity is due by the contract partner if Lindner has received written cancellation 90 days before commencement of the service period
- b) An indemnity is due in an amount of 50% of the value of the services ordered as long as Lindner has received the written cancellation from 89 to 30 days before commencement of the service period
- c) An indemnity is due in an amount of 70% of the value of the services ordered as long as Lindner has received the written cancellation from 29 to 10 days before commencement of the service period
- d) An indemnity is due in an amount of 90% of the value of the services ordered as long as Lindner has received the written cancellation less than 10 days before commencement of the service period

2. The contract partner is authorized to prove that Lindner has not incurred any damages or that lower damages have been incurred.

3. Insofar as Lindner can provide the cancelled service to a third party within the agreed period, the amount due from the contract partner shall be reduced by the amount such third parties pay for the service cancelled, but with a maximum of the total amount due.

Article 7 Withdrawal / cancellation by Lindner

1. Lindner is entitled to withdraw/cancel the contract if

- a) The contract partner fails to meet an obligation
- b) Fulfilment of contract is impossible due to force majeure, strike or, generally, circumstances beyond Lindner's control
- c) The contract partner gives misleading or false information on significant matters
- d) The contract partner uses the name of Lindner in advertising materials without prior written permission
- e) The contracted rooms are sublet in part or in full without Lindner's written permission
- f) Lindner has justified reasons to believe that use of the hotel's services may jeopardize smooth business operations, safety, security or Lindner's reputation in public.

2. Lindner shall notify the contract partner that it is exercising its right of withdrawal/cancellation forthwith, at the latest within 14 days of learning the reasons. Dissolution of contract by Lindner shall not constitute a ground for claims by the contract partner to damages or other compensation. Any right of Lindner to restitution of any damages it incurs and of the expenditures it has made remain unaffected in the event of rightful cancellation of contract.

Article 8 Lindner's liability, items brought in, statute of limitations

1. Lindner shall only be liable for damages resulting from fraud or wilful misconduct [or gross negligence].

2. By way of exception, Lindner shall be liable for normal negligence in the event of damages due to breach of essential contractual duties. In such cases, liability is limited to the foreseeable losses typical to that type of contract; Subject to the limits provided in articles 1952-1954 quarter of the Belgian Civil Code:

- a) [Lindner will not be liable for gross negligence];
- b) Lindner will not be liable for death or physical injury;
- c) Lindner will not be liable for damages suffered as a result of a, event of force majeure;
- d) Lindner will not be liable for gross and/or intentional misconduct of its employees and/or agents; and
- e) any liability of Lindner for consequential damages or indirect damages is excluded.

3. Disclaimers and limitations of liability apply accordingly to all companies engaged by Lindner in fulfilment of its contractual duties, as well as their subcontractors and employees. They shall not apply if Lindner has assumed a guarantee for the properties of any item or work or in the event of defects concealed with the intent to deceive.

4. In its capacity of custodian, Lindner shall be liable for all objects brought to the hotel by the Contract Partner, but only within the strict limits of articles 1952-1954 quarter of the Belgian Civil Code. Lindner shall not be liable for any deterioration, destruction or theft of those objects that can be imputed to the contract partner or people accompanying, visiting or serving him, that result from armed robbery or that result from the nature or defects of the object.

5. Lindner's responsibility for all other cases than those exhaustively indicated above, shall be limited to the price paid by the contract partner for his reservation.

6. Lindner does not accept any liability:

- a) for destruction or theft of vehicles parked on the hotel's premises,
- b) for services rendered by third parties to the contract partner, even if those services were organised by Lindner,
- c) for damage, losses, expenses and any other sums which did not result from any breach of contract or other fault by Lindner or, where Lindner is responsible for them, of its employees, agents or suppliers.

7. The contract partner is must immediately report apparent damages or losses to Lindner and at the latest on departure in order for his claim to be admissible.

8. If the contract partner left his property behind, the legal provisions in force relating to that matter will apply.

9. Items left behind by the contract partner shall only be forwarded at the request, risk and expense of the contract partner. Lindner stores such items for 12 months and charges a reasonable fee for doing so. Insofar as the items have an apparent value, items will then be turned over to the local lost & found office.

10. All claims of the contract partner towards Lindner in relation with the contract lapse after a period of one year, beginning with the end of the year in which the claim arose and the contract partner learned of the circumstances forming grounds for the claim, or should have learned of such grounds.

Article 9 Addition provisions for inclusive tour contracts

1. Where, apart from providing subsistence and lodging, the contract provides the organisation by Lindner of

a leisure time programme as a chargeable service, this shall represent a so-called inclusive tour contract.

2. The contract partner may assert no claims due to changes, deviations or curtailments of individual services within the scope of an inclusive tour contract that become necessary subsequent to conclusion of the contract if such changes, deviations or curtailments are merely insignificant.

3. Where the contractor fails to use agreed services despite them having been made available, no reduction or refund of the full charge is possible.

4. Lindner shall not be liable for damages suffered by the contract partner through use of a special service; in so far, the contract partner will be referred to his rights to enforce its claims against the respective party organizing the special service.

Article 10 Place of performance and payment, place of jurisdiction, side agreements, separability

1. Place of performance and payment for both parties is the place of business of the Lindner hotel operation.

2. The contract and these GTC are governed by and must be construed and interpreted in accordance with Belgian law.

3. The courts of Antwerp have exclusive jurisdiction over any dispute arising out of or related to the contract and these GTC. Should any provisions of the contract, including these GTC, be invalid or unenforceable, this shall not affect the validity and/or enforceability of the remaining provisions. The parties shall replace such invalid provisions without delay by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid and/or unenforceable provision. The same applies if the contract should contain omissions.

Antwerp, October 2009