

## GENERAL TERMS AND CONDITIONS (GTC)

The following terms and conditions govern the contractual relationship between the client and EAM Gastro GmbH, Kirchweg 13, 5415 Nussbaumen (operator of Hotel Restaurant Neuhaus).

### 1. Scope of application

These General Terms and Conditions apply exclusively to legal transactions between EAM Gastro GmbH (hereinafter referred to as Hotel Restaurant Neuhaus) and the client (also referred to as customer or guest) in connection with the provision of hotel and catering services. The terms and conditions of Hotel Restaurant Neuhaus apply exclusively. The client's terms and conditions shall not become part of the contract even if they have not been expressly rejected. The provisions of the Swiss Code of Obligations apply to the formation of the contract.

### 2. Reservations

A contract is concluded between the client and Hotel Restaurant Neuhaus if:

- a) an offer from Hotel Restaurant Neuhaus has been reconfirmed in writing by the client
- b) a request from the client has been confirmed in writing by Hotel Restaurant Neuhaus
- c) a booking has been made via the website or another booking platform

Changes to the content of the contract are only binding once they have been confirmed in writing by Hotel Restaurant Neuhaus.

Reservation enquiries for the restaurant are only binding once the reservation date, time and number of guests have been confirmed by Hotel Restaurant Neuhaus by email or telephone.

#### 2.1. Offers

The acceptance period for offers made by Hotel Restaurant Neuhaus is 7 days, unless a different period has been agreed. After this period, Hotel Restaurant Neuhaus is no longer bound by the offer. Hotel Restaurant Neuhaus reserves the right to withdraw from an offer before the expiry of the acceptance period for good cause.

#### 2.2. Options

Options are binding for both parties during the agreed option period. After expiry of the option period, Hotel Restaurant Neuhaus reserves the right to dispose of the reserved dates and services.

### 3. Changes to the number of participants and event time

The client is obliged to notify Hotel Restaurant Neuhaus of any changes to the number of participants as early as possible. Hotel Restaurant Neuhaus will endeavour to reallocate unused reservations to other parties on the same terms and conditions. If this is successful, the client will not be charged any costs. The exact number

of participants must be communicated to Hotel Restaurant Neuhaus at least 48 hours before the event. Hotel Restaurant Neuhaus reserves the right to charge the full cost if there are fewer participants than originally reported.

### 4. Cancellation policy

Cancellations must be communicated to Hotel Restaurant Neuhaus as early as possible and in writing.

Unless a special agreement has been made between Hotel Restaurant Neuhaus and the client, bookings can be cancelled free of charge up to 48 hours before arrival. In the event of a later cancellation, change or early departure, 100% of the booked stay will be charged. A booking made at the fixed rate (also known as a 'non-refundable rate') is non-refundable and must be paid in full at the time of booking.

#### 4.1. No-show

In the event of a no-show on the day of arrival by 6 p.m., the Hotel Restaurant Neuhaus reserves the right to reallocate the room, unless a later arrival has been notified. The cost of the entire stay will be charged in full.

In order to guarantee the room reservation, the client is required to provide credit card details and the expiry date. If no credit card can be provided, the amount for the entire stay must be paid on the day of arrival.

### 5. Arrival and departure

Rooms are available from 3 p.m. to 10 p.m. on the day of arrival. In the event of a later arrival, the client is obliged to notify Hotel Restaurant Neuhaus of the arrival time at least 24 hours before arrival. On the day of departure, the room is available until 11 a.m. There is no entitlement to a specific room.

### 6. Terms of payment

Hotel Restaurant Neuhaus reserves the right to obtain authorisation for the entire stay as a guarantee. No booking will be made, only a reservation. For bookings of up to 4 hotel rooms, payment is due on the day of arrival at the latest. For bookings of more than 4 rooms, Hotel Restaurant Neuhaus reserves the right to request a deposit of 80% of the booked stay.

### 7. Payment methods

Mastercard, Visa, Maestro, Eurocard and Postcard are accepted credit cards. If payment by invoice has been agreed, this is due within 10 days of the invoice date without deduction. Hotel Restaurant Neuhaus reserves the right to request a deposit of 50% of the agreed services. For reservations with a foreign billing address or reservations from abroad, a deposit of 100% of the reserved services may be required. If the client is in

default of payment of the deposit, the hotel is entitled to withdraw from the contract. In such cases, the deposit will be offset against the costs. Hotel Restaurant Neuhaus reserves the right to charge the costs of reminders, address investigations and credit checks, including solicitor's fees and statutory default interest of 5%, in the event of default. The client agrees to the charging of these costs, even if they are not or only partially reimbursable under statutory provisions. WE are not accepted as a means of payment.

## **8. Additional services**

### **8.1. Children and extra beds**

The Hotel Restaurant Neuhaus does not have any extra beds. Baby cots for infants up to 2 years of age are available free of charge on request. Children up to 6 years of age staying in their parents' room (in one of the existing beds) are not charged extra. Children aged 6-12 are charged CHF 35 per night. Older children and adults are charged CHF 40 per night as additional persons.

The Hotel Restaurant Neuhaus has 2 extra beds that can be added to the two largest rooms. An extra bed is charged at CHF 25 per night. Baby cots for infants up to 2 years of age are available free of charge on request. There is no extra charge for children up to 6 years of age in their parents' room (in one of the existing beds). Older children and adults are charged as additional persons.

### **8.2. Pets**

House-trained pets are allowed in the hotel rooms and are charged at CHF 15 per animal per night. The Hotel Restaurant Neuhaus reserves the right to charge the client for any contamination or damage caused by the animal.

### **8.3. Parking spaces**

The Hotel Restaurant Neuhaus has 22 parking spaces on site. These are only available during your stay in the restaurant and/or hotel. Outside these times, Hotel Restaurant Neuhaus may charge a flat-rate parking fee of CHF 50.

## **9. Theft and liability**

Hotel Restaurant Neuhaus accepts no liability for compensation for inconvenience or administrative fines, or for damage to or theft from vehicles. All facilities at Hotel Restaurant Neuhaus and the utensils provided must be treated with care. The Hotel Restaurant Neuhaus accepts no liability for any theft or damage to objects, clothing or materials brought with you, or to the cloakroom and safe. The client is liable to the Hotel Restaurant Neuhaus for any damage and missing items/losses caused by them or their assistants. Proof of fault is not required. The Hotel Restaurant Neuhaus may require the client to provide proof of adequate security (e.g. insurance, deposits, guarantees).

All claims against the hotel shall become time-barred within 6 months of the end of the contract, unless mandatory statutory provisions provide for longer periods.

## **10. Lost property**

Lost property will only be forwarded at the request, risk and expense of the guest. The items will be disposed of 60 days after departure.

## **11. Smoking**

In accordance with Swiss federal law, smoking is not permitted anywhere in the building. The Hotel Restaurant Neuhaus reserves the right to charge a fee of CHF 200 for ignoring the strict smoking ban in the rooms. In the event of the fire brigade or police being called, Hotel Restaurant Neuhaus reserves the right to pass on the costs incurred by the person responsible to the client.

## **12. Locking system**

The hotel is equipped with a Kaba key system. In the event of a key being lost, Hotel Restaurant Neuhaus reserves the right to charge a fee of CHF 50 per key.

## **13. Withdrawal by Hotel Restaurant Neuhaus**

Hotel Restaurant Neuhaus is entitled to withdraw from the contract at any time for good cause. Good cause includes, in particular, official requirements and prohibitions, safety aspects and cases of force majeure, as well as other circumstances beyond the control of Hotel Restaurant Neuhaus. Hotel Restaurant Neuhaus may also withdraw from the contract under the following conditions

a) Hotel Restaurant Neuhaus determines that the client has made a booking based on misleading or false information regarding essential facts or for a purpose other than that stated.

b) Third parties who have been involved in the organisation of the event by the hotel at the client's request are completely or partially prevented from providing their services.

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## **15. Third-party services**

The Hotel Restaurant Neuhaus shall assist in the procurement of materials and services (e.g. technology, decoration) from third parties. The costs of procurement, maintenance, liability and proper return shall be borne by the client.

## **16. Food & beverages**

All food and beverages must be purchased from Hotel Restaurant Neuhaus. In exceptional cases, a corkage fee may be agreed with the catering management. A corkage fee of CHF 30 per 75cl bottle is payable for wine bottles brought into the restaurant. Food and beverages ordered but not consumed by the client are subject to a charge.

## **17. Limitation period**

All claims against Hotel Restaurant Neuhaus shall generally expire 6 months after departure, unless mandatory legal provisions stipulate longer periods.

## **18. Currencies**

Prices are based on the contract (confirmation) in Swiss francs (CHF). Unless otherwise agreed, prices include service and Swiss value added tax. All prices and services are quoted and invoiced in Swiss francs. Conversion into euros is made at the daily exchange rate specified by Hotel Restaurant Neuhaus. This may differ from the current bank rate.

## **19. Place of jurisdiction**

The exclusive place of jurisdiction is Nussbaumen, municipality of Obersiggenthal AG (Switzerland). Swiss law applies.

## **20. Intellectual property**

The content and text of these General Terms and Conditions (GTC) as well as all other documents, images, graphics, concepts and other materials created or provided by Hotel Restaurant Neuhaus are protected by copyright and are the intellectual property of LUMEGA AG and EAM Gastro GmbH in Nussbaumen AG. Reproduction, distribution, editing, publication or other use in any form is not permitted without the prior express written consent of LUMEGA AG and EAM Gastro GmbH.

## **21. Final provisions**

Any amendments or additions to the contract or supplementary agreements must be made in writing. Unilateral amendments by the client are invalid. The place of performance and payment is the Hotel Restaurant Neuhaus.

Nussbaumen, 18 September 2025