

GENERAL TERMS AND CONDITIONS (GTC)

The following terms and conditions govern the contractual relationship between the client and Gasthaus zur Waldegg AG, Kantonsstrasse 8, 6048 Horw.

1. Scope

These General Terms and Conditions apply exclusively to legal transactions between Gasthaus zur Waldegg AG (hereinafter referred to as Gasthaus Waldegg) 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 Gasthaus Waldegg apply exclusively. The client's terms and conditions do 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. Reservationen

A contract is concluded between the client and Gasthaus Waldegg if:

- a) an offer from Gasthaus Waldegg has been reconfirmed in writing by the client
- b) a request from the client has been confirmed in writing by Gasthaus Waldegg
- 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 Gasthaus Waldegg.

Reservation requests for the restaurant are only binding once the reservation date, time, and number of guests have been confirmed by Gasthaus Waldegg by email or telephone.

2.1. Offers

The acceptance period for offers made by Gasthaus Waldegg is 7 days, unless a different period has been agreed. After this period, Gasthaus Waldegg is no longer bound by the offer. Gasthaus Waldegg 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 the option period has expired, Gasthaus Waldegg 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 Gasthaus Waldegg of any changes to the number of participants as early as possible. Gasthaus Waldegg will endeavor to reallocate unused reservations to other parties under the same conditions. If this is successful, the client will not be charged any costs. The exact number of participants must be communicated to the hotel at least 48 hours before the event. Gasthaus Waldegg reserves the right

to charge the full cost if there are fewer participants than originally reported.

4. Cancellation policy

Cancellations must be communicated to Gasthaus Waldegg as early as possible and in writing.

Unless a special agreement has been made between Gasthaus Waldegg and the client, bookings can be canceled 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 6:00 p.m., Gasthaus Waldegg 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 with an 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

Check-in is possible on the day of arrival from 3:00 p.m. to 10:00 p.m. In the event of a later arrival, the client is obliged to notify Gasthaus Waldegg of their arrival time at least 24 hours in advance. On the day of departure, the room is available until 11:00 a.m. There is no entitlement to a specific room.

6. Terms of payment

Gasthaus Waldegg reserves the right to obtain authorization for the entire stay as a guarantee. No booking will be made, only a reservation. For bookings of up to 10 hotel rooms, payment is due on the day of arrival at the latest. For bookings of more than 10 rooms, Gasthaus Waldegg reserves the right to request a deposit of 80% of the booked stay.

7. Payment methods

Mastercard, Visa, Maestro, and American Express are accepted credit cards. If payment by invoice has been agreed, this is due within 10 days of the invoice date without deduction. Gasthaus Waldegg 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 with the payment of the deposit, the hotel is entitled to withdraw from the contract. In such cases, the deposit will be offset against the costs. Gasthaus Waldegg reserves the right to charge the costs of

reminders, address investigations, and credit checks, including attorney'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. WIR is not accepted as a means of payment.

8. Additional services

8.1. Children's beds and extra beds

Gasthaus Waldegg does not have any extra beds. 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). Children aged 6-12 are charged CHF 35 per night. Older children and adults are charged CHF 50 per night as additional persons.

Gasthaus Waldegg does not have any extra beds. 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 staying in their parents' room (in one of the existing beds). Older children and adults are charged CHF 50 per night as additional guests.

8.2. Pets

House-trained pets are allowed in the hotel rooms and are charged at CHF 20 per animal per night. Gasthaus Waldegg reserves the right to charge the client for any contamination or damage caused by the pet.

8.3. Parking spaces

Gasthaus Waldegg has 40 parking spaces around the building. These are only available during your stay in the restaurant and/or hotel. Outside of this time, Gasthaus Waldegg may charge a flat parking fee of CHF 50.

9. Theft and liability

Gasthaus Waldegg accepts no liability for compensation for inconvenience or administrative fines, or for damage to or theft from vehicles. All facilities at Gasthaus Waldegg and the utensils provided must be treated with care. Gasthaus Waldegg accepts no liability for any theft or damage to objects, clothing, or materials brought onto the premises, or to items left in the cloakroom or safe. The client is liable to Gasthaus Waldegg for any damage or missing items/losses caused by them or their assistants. Proof of fault is not required. Gasthaus Waldegg 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 legal provisions stipulate longer periods.

10. Lost property

Lost property will only be forwarded at the request, risk, and expense of the guest. 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. Gasthaus Waldegg 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 department or police being called, Gasthaus Waldegg reserves the right to pass on the costs incurred by the person responsible to the client.

12. Locking system

The hotel is equipped with an electronic key card system. In the event of loss of the key card, Gasthaus Waldegg reserves the right to charge a fee of CHF 20 per key card.

13. Withdrawal by Gasthaus Waldegg

Gasthaus Waldegg 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 Gasthaus Waldegg. Gasthaus Waldegg may also withdraw from the contract under the following conditions

- a) Gasthaus Waldegg 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 were involved in the organization of the event by the hotel at the client's request are completely or partially prevented from providing their services.

14. Third-party services

Gasthaus Waldegg assists 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.

15. Food & beverages

All food and beverages must be purchased from Gasthaus Waldegg. In exceptional cases, a corkage fee may be agreed with the restaurant management. A corkage fee of CHF 35 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.

16. Limitation period

All claims against Gasthaus Waldegg shall generally expire 6 months after departure, unless mandatory legal provisions stipulate longer periods.

17. Currencies

Prices are based on the contract (confirmation) in Swiss francs (CHF). Unless otherwise agreed, prices are exclusive of visitor's tax, inclusive of 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 Gasthaus Waldegg. This may differ from the current bank rate.

18. Place of jurisdiction

The exclusive place of jurisdiction is Horw, LU (Switzerland). Swiss law applies.

19. 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 Gasthaus zur Waldegg AG are protected by copyright and are the intellectual property of LUMEGA AG 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.

20. Final provisions

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 Gasthaus Waldegg.