

LES TROIS ROIS

General Terms and Conditions of Business (GT&C)

1. Scope

These General Terms and Conditions of Business (hereinafter GT&C) apply to the rental of rooms and/or conference and banquet facilities together with further associate Grand Hotel Les Trois Rois (hereinafter Les Trois Rois) services and goods supplied to clients (hereinafter Organizer). All offers and contracts of Les Trois Rois are based on these GT&C, which are an integral part of every contract. Changes to these GT&C, including the annulment or waiver of the written form requirement, require the express written agreement of both parties. Where these Terms and Conditions conflict with the terms of the contract, the contractual terms take precedence.

2. Conclusion of contract

Upon making a reservation, the Organizer will receive written confirmation from Les Trois Rois by e-mail, fax or post. The contract between the parties comes into being only upon this written confirmation of the reservation by Les Trois Rois to the Organizer and is binding on Les Trois Rois only upon receipt of the customer's return confirmation within the specified time limit. Until this time, Les Trois Rois reserves the right to withdraw its offer at any time or, upon further enquiry, to require a shorter option period.

3. Services, price and payment

3.1 Les Trois Rois undertakes to provide the services ordered by the Organizer and confirmed in writing by Les Trois Rois.

3.2 All prices are quoted in Swiss francs (CHF) and are inclusive of statutory value-added tax (VAT).

3.3 Les Trois Rois reserves the right to demand a reasonable advance payment at any time. The amount of the advance payment and date due are agreed in writing in the contract. If the Organizer fails to meet their advance payment obligation by the date due, Les Trois Rois reserves the right, after setting a grace period, to rescind the contract. The Organizer shall be liable to Les Trois Rois for losses thereby incurred.

3.4 Where Les Trois Rois does not demand an advance payment, the entire invoice amount is payable by credit card or cash no later than the Organizer's departure date. If payment on invoice is agreed, the entire invoice amount shall be due ten days after the invoice date.

3.5 Les Trois Rois does not send invoices outside Switzerland. Invoice addresses outside Switzerland are subject to 100% advance payment and credit card authorization.

3.6 Les Trois Rois expressly reserves the right to change prices.

4. Cancellation by Les Trois Rois

4.1 If the service to be provided by Les Trois Rois is substantially hindered or rendered impossible in whole or part by force majeure or circumstances beyond the control of Les Trois Rois, the latter may

withdraw from all or part of the remaining portion of the contract without liability.

4.2 Les Trois Rois is further entitled to cancel without liability if it has reason to believe that the event will put at risk the smooth conduct of business, the security or the public reputation of Les Trois Rois or that the Organizer is in violation of fire and safety regulations (section 20).

5. Cancellation by the Organizer

If it becomes impossible by reason of force majeure for the Organizer to receive the agreed services, they may cancel the unused portion of the contract in whole or part without liability.

6. Liability

6.1 The Organizer is liable to Les Trois Rois for all damage or losses or other harm caused by the Organizer, their employees, agents, event participants or third parties in their service. Les Trois Rois is not liable for theft of or damage to property brought in by the Organizer, event participants or third parties. Insurance of exhibits or other items brought in by the Organizer, event participants or third parties is the Organizer's responsibility. Les Trois Rois may demand proof of adequate insurance from the Organizer at any time.

6.2 The Organizer is obligated to maintain peace and order. The Organizer undertakes to hold Les Trois Rois harmless from any civil or public-law claims lodged by the authorities or third parties (including event participants, guests or employees and contractors of the Organizer) against Les Trois Rois in connection with their event, or to indemnify Les Trois Rois for all such claims.

6.3 Les Trois Rois shall be liable only in the event of contractual or extra-contractual damage or injury through wilful misconduct or gross negligence, and only for direct damage. Any further liability, in particular for ordinary or intermediate negligence or indirect damage, particularly lost profits, is expressly excluded. When arranging external services, Les Trois Rois assumes no liability for services ordered by the Organizer.

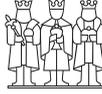
Rooms

7. Arrival and departure times

7.1 Hotel rooms are available from 3 p.m. on the day of arrival and must be vacated by 12 noon on the day of departure.

7.2 Depending on current bookings, late departure may be permitted, subject to payment of 50% of the full price of the room until 6 p.m. and the full price thereafter.

7.3 If the room must be guaranteed ready for occupancy before 3 p.m., the previous night must also be booked at full price.



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8. Services

Breakfast is available in the Brasserie for CHF 55 per person. In addition, a guest tax of CHF 4 per person per night is charged. A fee of CHF 10 per room is charged for room service or luggage portorage for groups.

9. Group bookings and room contingents

9.1 For group bookings of ten or more rooms, the Organizer must furnish Les Trois Rois no later than 10 days before arrival with a list of participants including the following information:

- first and last name
- arrival and departure time (group or individual arrival)
- guest payment arrangements with invoicing address
- date of birth and passport number (for foreign guests)

9.2 If the Organizer does not provide a room list for a group booking, the guests must book hotel rooms directly and hold them individually using their own valid credit cards.

9.3 After the deadline set by Les Trois Rois, the still available rooms for each contingent will be released and made available for sale to the public.

10. Room cancellation

10.1 Cancellations of reserved hotel rooms must be made in writing to Les Trois Rois as early as possible. The following cancellation terms apply both to cancellations of bookings and to no-shows as well as early departures.

10.2 Cancellations of bookings for individual rooms must be received by Les Trois Rois no later than noon (local time) on the day of arrival. If a room is cancelled after noon on the arrival date, the room price for one night will be charged. Cancellation fees are agreed in writing in the reservation confirmation. In the event of a no-show or early departure, Les Trois Rois reserves the right to charge the full amount for the unused nights.

10.3 Cancellations of group bookings of multiple hotel rooms (ten or more rooms) must be received by Les Trois Rois as follows, unless otherwise agreed in the contract:

Until 42 days before arrival

100% of the reserved room nights may be cancelled at no cost.

Until 21 days before arrival

Up to 30% of the reserved room nights may be cancelled at no cost.

Until 14 days before arrival

Up to 20% of the reserved room nights may be cancelled at no cost.

Until 7 days before arrival

Up to 5% of the reserved room nights may be cancelled at no cost.

10.4 In addition, for all cancellations, all services rendered in advance by Les Trois Rois and its partners are payable in full.

10.5 Payment terms for each group booking are specified in the contract.

Banquet

11. Use of room/permits

11.1 Les Trois Rois reserves the right to make changes in the space provided that the facilities meet the requirements and interests of and are acceptable to the Organizer. Subletting or further rental of rooms or areas by the Organizer is permitted only with the prior written consent of Les Trois Rois.

11.2 Unless the contract states otherwise, the Organizer is responsible for securing any necessary permits at their own expense. Any license fees in connection with musical performances are to be registered and paid by the Organizer.

12. Detailed information

12.1 The Organizer must furnish Les Trois Rois with all information necessary to put on the event, such as the menu and wine list, table arrangements, table and room decorations, printing of menus, equipment, signage, set-up and tear-down and further details, no later than 14 days before the event.

12.2 The Organizer must provide Les Trois Rois with a timetable no later than ten days before the start of the event.

13. Number of participants

The Organizer must inform Les Trois Rois of the final number of participants (guaranteed number) as early as possible. Costs in the event of a reduction in headcount will be charged as follows:

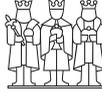
- no charge for a reduction in number of participants until 30 days before the event.
- no charge for a reduction in number of participants by no more than 10% of the original figure until three days before the event. If the ultimate actual number of participants is lower, billing will be based on the stated guaranteed number. If the actual number of people is higher, the actually incurred costs will be charged. If the actual number of participants is higher than the stated guaranteed number, Les Trois Rois cannot guarantee that all guests will be served. The additional costs incurred due to the additional participants will be charged.

14. Cloakroom

When booking the Salle Belle Epoque, a staffed and guarded cloakroom is mandatory for security reasons if the number of guests is 60 or higher. A fee of CHF 350 per day will be charged.

15. Catering

Unless otherwise agreed in writing, the Organizer is required to obtain all food and drinks from Les Trois Rois. Otherwise, a corkage fee to be agreed in advance will be charged.



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16. Equipment

The Organizer is responsible for the correct use and proper return of all equipment or facilities furnished by Les Trois Rois or arranged by Les Trois Rois through third parties and is liable for any damage or loss. Les Trois Rois is not liable for any third-party claims.

17. Night surcharges

For events that continue past midnight, a surcharge of CHF 45 per hour per service staff member and CHF 55 per hour per maître de service (at least CHF 250 per hour) will be charged after midnight.

18. Quiet hours

Out of consideration for our overnight hotel guests, the Organizer undertakes to maintain peace and order. Music and dancing are permitted until 1:30 a.m. Set-up and tear-down must be accomplished without significant noise; if this is not possible, Les Trois Rois reserves the right to postpone the work until the next day.

19. Printed materials and media advertising

The use of logos or images of Les Trois Rois in any form by the Organizer is permitted only with prior written consent. In the event of publication without permission, Les Trois Rois reserves the right to rescind the contract. The Organizer will be liable for the loss or damage thereby sustained.

20. Fire and safety regulations

The Organizer undertakes to observe Les Trois Rois' fire regulations, particularly to keep escape routes clear, observe no-smoking rules, etc. Decorative materials brought in by the Organizer must meet fire regulations. The Organizer is responsible for not admitting more people than the capacity of the space. The maximum capacities specified by Les Trois Rois are binding. In the event of non-compliance, Les Trois Rois disclaims all liability.

21. Placement of decorative and informative materials

The placement of decorations and other items on walls, doors and ceilings is permitted only with the prior consent of Les Trois Rois. The Organizer shall be liable to Les Trois Rois for all losses thereby incurred.

22. Cancellation of the event by the Organizer

22.1 Cancellation of a reservation for event facilities must be made by the Organizer to Les Trois Rois early and in writing. If written notice of cancellation is received at least 60 days before the event date, no charges will be billed.

22.2 In the event of cancellation 59 days or less before the event date, preparation costs and the following cancellation charges will be billed to the Organizer as percentages of the anticipated fees (calculated according to the number of participants specified in the confirmation of reservation):

Cancellation 59 to 30 days in advance

100% of room rental and 25% of lost sales according to the confirmation of reservation (excluding drinks).

Cancellation 29 to 14 days in advance

100% of room rental and 50% of lost sales according to the confirmation of reservation (excluding drinks).

Cancellation 13 to 0 days in advance

100% of room rental plus 100% of lost sales according to the confirmation of reservation (excluding drinks).

Services provided by Les Trois Rois ahead of time must be paid for in any case. Les Trois Rois reserves the right to modify the cancellation periods in the contract.

23. Invoicing

23.1 In general, all invoices are payable by the Organizer. If special or split billing arrangements are desired, Les Trois Rois must be informed before the event.

23.2 The Organizer will be responsible for any unpaid bills of the participants.

24. Applicable law, court of jurisdiction

The contract is governed exclusively by Swiss law. The place of performance and court venue is Basel-Stadt. If any individual provision of these GT&C should be unenforceable, the validity of the remaining provisions shall be unaffected. In this case the legally unenforceable provision will be replaced by a provision that is similar in purpose but enforceable.