

TERMS AND CONDITIONS

Hotel Operations

1. SCOPE

These terms and conditions apply to all legal relations between Oberwaid AG and the guest. The terms and conditions govern the relationship between you as the client and Oberwaid AG in the purchase or hire of products and associated services.

2. DEFINITIONS

Oberwaid AG: The term „Oberwaid AG“ means the health resort and private clinic (Kurhotel und Privatlinik) Oberwaid, Rorschacher Strasse 311, 9016 St. Gallen, with all its outbuildings and premises.

Health resort: The term „health resort“ means the hotel area of Oberwaid AG with all outbuildings and premises pertaining to the hotel area.

Private clinic: The term „private clinic“ means the medical department of Oberwaid AG with all outbuildings and premises pertaining to the medical care of patients or clients.

Guests and clients: The term „guests and clients“ means any natural or legal person who enters into a contract with Oberwaid AG in the catering and medical area. It makes no matter whether the contract is concluded as a hotel, medical and/or catering contract. **Services:** The term „service performance“ refers to all services performed by Oberwaid AG in association with hotel services. The term typically refers to accommodation in the health resort and all services such as half board or full board that may be taken up in association with hotel accommodation.

Supplementary services: The term „supplementary services“ refers to all services which do not qualify as services as defined in these terms and conditions, such as, but limited to, valet parking or medical services.

3. CONCLUSION OF CONTRACT

The contract between the guest and Oberwaid AG begins with receipt of the written, telephone, electronic or personal reservation and delivery of our booking confirmation. These terms and conditions are an integral part of the contract. Email communications are deemed to have been made in writing.

4. PRICES AND PRICE CHANGES

The prices published by Oberwaid AG are in Swiss Francs (CHF) and include value-added tax. Price changes in existing contracts are allowed for new or increased official charges (e.g., VAT, spa taxes, etc.); any such changes in the stated prices and any errors (clearly explicable printing errors) are excepted.

5. HEALTH RESORT CHECK-IN AND CHECK-OUT

Reserved health resort rooms are available for check-in from 2 p.m. on the day of arrival. Check-out is by 11 a.m. on the day of departure. Earlier check-in or later check-out is allowed only with Oberwaid AG's agreement and may be associated with additional charges, depending on the booking situation.

6. ADDITIONAL SERVICES – REBOOKINGS AND SUBSTITUTES

If the person who has booked the package is unable to come, Oberwaid AG shall accept the appointment of a substitute who accepts the existing booking on the same terms. The substitute must be named in a timely manner (no later than 48 hours) prior to arrival. Until the substitute provides a guarantee, the original guest shall remain the party to the contract and shall be liable toward Oberwaid AG.

Rebookings are possible only on the basis of the health resort's written consent and subject to availability. Applications for rebookings must be announced no later than 7 days prior to the day of arrival. Guests for a medically prescribed health stay who arrive during the weekend are asked to note that their medically supervised health stay begins on the Monday. The initial medical consultation and any therapies take place starting from the Monday. No medicines may be dispensed prior to the initial medical consultation, so guests are asked to make sure to bring any medicines they may need. Our nursing service and 24-hour medical emergency service are available 24 hours a day.

- The following methods of payment are accepted: cash, Maestro (EC cards), Visa, Mastercard, American Express and Post-Card
 - Payments in euro (€): Oberwaid AG's daily rate on the invoice date applies. Only notes are accepted. Change is given in Swiss francs (CHF).
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7. CANCELLATION POLICY

Cancellations or rebookings are valid only if delivered to Oberwaid AG in writing. Email communications are deemed to have been made in writing. In the event of cancellations by telephone, guests need to take careful note of the cancellation number and keep it in a safe place. The cancellation date is the date Oberwaid AG receives the written notice of cancellation. On Sundays and public holidays, the next working day applies.

a. Room reservations without additional services

Room reservations without additional services for up to 5 nights can be cancelled free of charge until 4 p.m. on the arrival date. For stays of 5 nights or longer, cancellation free of charge is allowed until 72 hours prior to arrival. 100% of the cost of accommodation for the first night is charged for cancellations received after the agreed cancellation deadline and for no-shows.

b. Room reservations with additional services and/or package deals

The following cancellation terms and charges apply to room reservations with additional services such as medical consultations or spa bookings and package deal bookings:

- Until day 10 prior to the agreed date of arrival: free of charge



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- From day 9 prior to the arrival date until the arrival date: 100% of the cost of all booked services is charged

No discount is given for premature departure. Swiss hotel contract (hotellerie suisse) terms and conditions apply. We advise our guests to take out cancellation insurance.

c. Group reservations for 10 rooms or more

The following cancellation terms and charges apply for group reservations of 10 rooms or more:

- Until 2 months prior to arrival: free of charge
- Until 4 weeks prior to arrival: 50% of all booked services
- From 4 weeks until 15 days before arrival: 70% of all booked services
- From day 14 to day 8 before arrival: 90% of all booked services
- From day 7 until the day of arrival: 100 % of all booked services for the entire stay

Until the day of arrival, no more than 10% of the contractually agreed number of rooms may be reduced free of charge. For groups of 30 rooms or more, Oberwaid AG reserves the right to adjust the cancellation policy accordingly.

8. PAYMENT TERMS AND DEPOSITS

The following methods of payment are accepted: cash, Maestro (EC cards), Visa, Mastercard, American Express and PostCard

- Payments in euro (€): Oberwaid AG's daily rate on the invoice date applies. Only notes are accepted. Change is given in Swiss francs (CHF).

a. Room reservations without additional services

The room is reserved until 4 p.m. To guarantee reservation in the event of late arrival, a valid credit card (card owner, number, expiry date and CVC code) is mandatory. Oberwaid AG reserves the right to check the card's validity and coverage and to ask for authorization. Guests pay when they leave. Alternatively, the room may be paid for in advance. The amount must arrive in the St. Galler Kantonalbank account stipulated below no later than 3 days before arrival.

No invoices are sent to locations outside Switzerland. Inside Switzerland, invoices may be issued by our finance department after a thorough check of the credit-worthiness of the company in question and following receipt of the completed reimbursement form. Payment shall be made within 30 days.

b. Room reservations with additional services and package deals

Room reservations with additional services such as medical consultations or spa bookings and package deal bookings must be guaranteed with a valid credit card (card owner, number, expiry date and CVC code). Oberwaid AG reserves the right to check the card's validity and coverage and to ask for authorization. The payment of a deposit for booked services is required in advance. Payment of at least 50% of the overall cost of the booked services by bank transfer is due no later than 7 days before arrival. The remainder is due upon arrival. (Exceptions may be arranged by mutual consent). If the client fails to pay the deposit on time, Oberwaid AG reserves the right to withdraw from the contract.

c. Guests with no registered address in Switzerland

Guests who do not have a registered address in Switzerland must guarantee reservations of any kind with a credit card. Advance

payment in full (100%) of all booked services is required. The advance is paid into the account stipulated below no later than 15 days prior to arrival. Any incidentals shall be paid on the departure date at the latest.

d. Group reservations for 10 rooms or more

Group reservations must be guaranteed with a valid credit card. In addition, the booked services must be paid for in advance based on a separate agreement subject to the following terms of payment:

- 50% of the total booked services by 4 weeks prior to arrival
- 50% of the total booked services after receipt of the list of guests' names by 1 week prior to arrival

No invoices are sent to locations outside Switzerland. Inside Switzerland, invoices may be issued by our finance department after a thorough check of the credit-worthiness of the company in question. Payment shall be made within 30 days.

Oberwaid AG's bank details for payment by bank transfer are as follows:

St. Galler Kantonbank

St. Leonhardstrasse 25

9001 St. Gallen

Account number: 0110.3632.8608

IBAN: CH89 0078 1011 0363 2860 8

Swift: KBSGCH22XXX

BIC: 781

9. INTERIM AND FINAL INVOICE

Extended-stay clients receive an interim invoice every 14 days for the services used up to that point in time. Each interim invoice is payable no later than the next day. The final invoice is payable no later than the day of departure.

10. NON-UPTAKE OF A PACKAGE DEAL

If a guest does not avail of a booked package deal without informing Oberwaid AG in advance (in accordance with the terms of cancellation given in item 7 above), the booked services shall be charged in full (100%). These services will be charged to the credit card used when making the reservation or an invoice will be issued.

11. PETS

In consideration of the comfort of our spa guests and for hygiene reasons, pets are not allowed anywhere in the health resort and private clinic.

12. USE OF SPA HOTEL ROOMS AND LIABILITY FOR DAMAGE

Guests shall use and treat the spa hotel rooms with the greatest of care. The rooms may be used only by the number of persons

(including children) stated in the booking confirmation. Guests are not permitted to allow third parties to use hotel rooms rented from Oberwaid AG.

Guests shall be liable vis-à-vis Oberwaid AG for any and all damages or losses unless they can prove that they (or their co-users) were not to blame for the damages or losses. Any damage shall be reported without delay. Putting up decorations, pictures or similar is strictly prohibited and the guest shall be held liable for any damage thus caused.

13. FORCE MAJEURE

In the case of force majeure such as, but not limited to, political unrest, strikes or disasters, Oberwaid AG may cancel bookings at short notice for safety reasons. In such cases, the guest shall receive a refund on any amounts paid in advance in the form of a credit note. If a guest is unable to come due to force majeure, the guest shall not be entitled to a refund.

14. OBERWAID AG'S LIABILITY FOR LOSSES

Oberwaid AG and its officers shall be liable only for losses due to wilful misconduct or gross negligence. Liability is excluded to the legally admissible extent for items brought in by the guest. Any claims must be submitted to Oberwaid AG in writing without delay, no later than 14 days after departure; otherwise, the claims are deemed to have been forfeited. This clause excludes all medical and spa services. Oberwaid AG can refuse to store valuables, money and securities that are significantly more valuable than items which guests normally hand in for safe-keeping.

15. WITHDRAWAL FROM CONTRACT BY OBERWAID AG

Disruptions such as noise and / or limitation of operations do not entitle health resort guests to compensation or a refund.

If a contractually requested deposit is not paid even after expiry of an appropriate additional payment deadline under warning of refusal set by the health resort, Oberwaid AG shall be entitled to withdraw from the contract. Oberwaid AG shall also be entitled to withdraw from the contract if the services were booked on the basis of misleading information or false representation of significant facts.

16. DATA PRIVACY

Oberwaid AG shall comply with applicable data privacy laws in the handling and processing of all client data and client usage data. Client data shall be used solely to maximize operating safety or for promotional purposes, product design, prevention of crime, generation of business data and statistics and for billing. The guest hereby acknowledges and agrees that, in cases of joint performance of services in cooperation with third parties, Oberwaid AG shall be entitled to supply client data to the involved third parties insofar as required in the interest of service performance. Otherwise, the forwarding of client data to third parties is allowed only with the client's express consent. Exceptions apply only where Oberwaid has a legal obligation to share personal data with third parties.

17. AMENDMENTS / ADDITIONS

Amendments and additions to the agreement, to the confirmation of acceptance or to these Terms and Conditions must be made in writing. Unilateral amendments or additions by the client shall not be valid.

18. VOUCHERS

Oberwaid AG sells or gives vouchers for services to be performed by Oberwaid AG in the future. These are issued with and without names, as monetary vouchers or for specific services.

Presentation of a voucher is an assertion of a legal right to service performance. Oberwaid AG is obliged to perform the service only if the voucher is presented. Upon delivery of the service to the client, Oberwaid AG is released from its obligation to effect delivery. When the voucher is presented, Oberwaid AG acquires ownership of the document even if the person presenting it is not entitled to use the voucher.

In accordance with the applicable legal concept, claims to benefits cannot be asserted for an indefinite period of time. The expiry date printed on the voucher applies.

19. VALET PARKING

The agreement on valet parking in the area of the health resort enters into force with the surrendering of the vehicle key and ends when the key is returned. The client shall receive from Oberwaid AG a parking space in the area of the health resort for the agreed rental period for a fee and exclusively for the purpose of parking.

The client warrants and represents that the vehicle is his or her property or is used with his or her consent and is not leaking fluid. Use of valet parking is at the client's risk. For the purpose of relocating vehicles, it is possible that the vehicle may be used to travel a distance not exceeding 10 km.

The displayed prices for parking are binding. The parking fee shall be paid either every time the key is returned or at check-out.

In view of its claims arising from the contractual relationship, Oberwaid AG is entitled to a right of retention and a legal lien (lessor's right of line) on items brought in by the client, in particular the vehicle. Oberwaid AG is entitled to refuse to surrender the vehicle until agreed and due invoice payments have been rendered.

Oberwaid AG's liability in respect of valet parking is in line with item 14 above. Oberwaid AG specifically shall not be held liable for damage to or theft of vehicles parked in the parking area. Nor shall Oberwaid AG accept liability for traffic accidents caused by clients in the parking area or for theft and loss of items of baggage or other personal items of the client.

Oberwaid AG Valet Parking shall receive only the key to the vehicle; Oberwaid AG accepts no liability whatsoever for any other keys or keyrings.

Oberwaid AG reserves the right to refuse vehicles that do not meet legal requirements for the roadworthiness of vehicles.

The client is liable by law for losses caused by the client or the client's assistants. This also applies to pollution of the parking area caused by the client. The client shall ensure that his or her vehicle is in perfect technical condition. If the vehicle does not start, Oberwaid AG accepts no liability for return transport costs or the cost of additional overnight stays.



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20. FINAL TERMS AND PROVISIONS

This contract is governed solely by the laws of Switzerland.

The parties agree on St. Gallen as the legal venue.

Should individual items of these terms and conditions be unenforceable, this shall have no effect on the validity of the remaining terms and conditions. Oberwaid AG reserves the right to change the terms and conditions at any time.

Last revised: 21 Oct 2015

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