

GENERAL CONTRACTUAL TERMS AND CONDITIONS
Andersia Tower Hotel Management sp. z o.o. [limited liability company] established in Poznań ("HOTEL")

I. GENERAL PROVISIONS

1. Pursuant to these general contractual terms and conditions ("GENERAL TERMS AND CONDITIONS"), the HOTEL, within the scope of its business activity, concludes agreements for the provision of services with natural or legal persons as well as with organisational units without legal personality that are given legal capacity under law.
2. An AGREEMENT may be concluded based on the terms and conditions agreed upon by the parties, which differ from the provisions of the GENERAL TERMS AND CONDITIONS, provided that they are made in writing, signed by the parties and attached in full to the AGREEMENT on pain of being considered null and void.
3. The GENERAL TERMS AND CONDITIONS constitute an integral part of the AGREEMENT.

II. DEFINITIONS

The following capitalised terms shall have the following meaning in the GENERAL TERMS AND CONDITIONS and the AGREEMENT:

- 1) HOTEL – Andersia Tower Hotel Management sp. z o.o. [limited liability company] established in Poznań, Poland;
- 2) CONTRACTING PARTY – a natural or legal person, as well as an organisational unit without legal personality that is given legal capacity under law (e.g. an organisation), to whom the HOTEL shall provide a given service with an integral programme as specified in the SCENARIO;
- 3) PARTIES – HOTEL and CONTRACTING PARTY, hereinafter jointly referred to as PARTIES;
- 4) OFFER – an offer within the meaning of the Civil Code submitted by the HOTEL to the CONTRACTING PARTY;
- 5) AGREEMENT – an agreement concluded between the HOTEL and the CONTRACTING PARTY, the subject matter of which involves the provision by the HOTEL of specific services related to the activities conducted by the HOTEL

of a total value exceeding PLN 5,000 (say: five thousand PLN) net, the integral part of which are these GENERAL TERMS AND CONDITIONS;

- 6) EVENT – shall mean reservation of a room/rooms for the needs of the CONTRACTING PARTY, including in particular in relation to a need to organise a conference, training session, banquet, etc., as well as other services available in the HOTEL'S offer (including e.g. accommodation), which shall be presented in detail in the SCENARIO attached to the AGREEMENT;
- 7) RESERVATION PERIOD – the period of time between the date of signing of the AGREEMENT and the date of the EVENT;
- 8) SCENARIO – an appendix to the AGREEMENT containing a list of all services ordered by the CONTRACTING PARTY and a description of the EVENT;
- 9) CALCULATION – an appendix to the AGREEMENT including the values of individual services provided by the HOTEL to the CONTRACTING PARTY pursuant to the AGREEMENT;
- 10) ADVANCE PAYMENT – an amount paid by the CONTRACTING PARTY to the HOTEL before the EVENT;
- 11) ADDITIONAL COSTS – any and all costs linked with the provision of additional services to the CONTRACTING PARTY or the purchase of additional goods, not included in the CALCULATION, which the CONTRACTING PARTY would like the HOTEL to provide or purchase after the date of signing of the AGREEMENT, including in particular during the EVENT;
- 12) ACCEPTED PAYMENT CARDS – only: Visa, Master Card, American Express, Diners Club, and JCB;
- 13) FORCE MAJEURE – external, extraordinary phenomena, which could not have been foreseen or the effect of which could not have been prevented despite exercising due diligence by one PARTY or both PARTIES.

III. AGREEMENT

1. The AGREEMENT is concluded as a consequence of the CONTRACTING PARTY'S acceptance of the HOTEL'S OFFER without reservations.
 2. The AGREEMENT shall be concluded in writing on pain of invalidity.
 3. At the time of signing of the AGREEMENT, the CONTRACTING PARTY declares and warrants that before the conclusion of the AGREEMENT the CONTRACTING PARTY has read and accepted the GENERAL TERMS AND CONDITIONS, which constitute an integral part of the AGREEMENT.
 4. If the PARTIES conclude the AGREEMENT at a distance, the CONTRACTING PARTY, after signing the AGREEMENT, shall post it to the address of the HOTEL'S head office as specified in the AGREEMENT. Signing of the AGREEMENT should take place pursuant to the principle of representation as applicable in the CONTRACTING PARTY'S enterprise.
- a) Advance payment no. 1 totalling 10% of the costs indicated in the CALCULATION, paid within 14 days of the date of signing of the AGREEMENT;
 - b) Advance payment no. 2 totalling 30% of the costs indicated in the CALCULATION, paid without a separate notification after the lapse of approximately 25% of the RESERVATION PERIOD;
 - c) Advance payment no. 3 totalling 50% of the costs indicated in the CALCULATION, paid without a separate notification after the lapse of approximately 50% of the RESERVATION PERIOD;
 - d) Advance payment no. 4 totalling 10% of the costs indicated in the CALCULATION, paid 14 days before the date of the EVENT at the latest.
 - e) Payment of 100% of ADDITIONAL COSTS not included in the CALCULATION, made at the latest on the last day of the EVENT, in the form agreed upon by the CONTRACTING PARTY and the HOTEL, unless the CONTRACTING PARTY has been granted a trade credit by the HOTEL, confirmed by the signing of documents authorising to make payments with a bank transfer after service provision – in such a case, the payment can be made with a bank transfer within the deadline agreed upon by the PARTIES.

IV. SUBJECT MATTER OF THE AGREEMENT

1. The subject matter of the AGREEMENT is specified in detail in the contents of the AGREEMENT based on the OFFER submitted and pursuant to the individual arrangements made between the PARTIES.
 2. The HOTEL reserves that it does not guarantee the CONTRACTING PARTY exclusivity within the scope of EVENT organisation, i.e. it does not guarantee that other event shall not take place on the premises of the HOTEL throughout the duration of the EVENT, including events of a similar nature, and the CONTRACTING PARTY hereby accepts that. The HOTEL may guarantee the CONTRACTING PARTY the exclusivity mentioned above against additional remuneration indicated in the AGREEMENT.
2. Detailed deadlines for the payment of the advance payments mentioned in section 1 shall be specified in the AGREEMENT, with due regard for the principles determined in section 1.
 3. If the RESERVATION PERIOD is shorter than the deadlines for the payment of specific advance payments, as indicated in section 1, the CONTRACTING PARTY shall make the advance payments in the agreed form and within the deadline specified in the AGREEMENT, however not later than 3 days before the EVENT.

V. PAYMENT CONDITIONS

1. The CONTRACTING PARTY shall make payments to the HOTEL in the following manner:

4. The HOTEL reserves that the date of crediting the HOTEL'S bank account shall be considered the date of a non-cash payment.

5. The CONTRACTING PARTY is entitled to make payments to the HOTEL in the following manner:
 - a) via a transfer directly to the HOTEL'S bank account in Bank Zachodni WBK S.A. 8th Branch Office in Poznań, i.e. 33 1090 1854 0000 0001 0687 9768;
 - b) using PAYMENT CARDS ACCEPTED by the HOTEL at the HOTEL'S reception desk;
 - c) in cash at the HOTEL'S reception desk.
6. After the CONTRACTING PARTY has made a payment to the HOTEL pursuant to the provisions of the AGREEMENT or the GENERAL TERMS AND CONDITIONS, the CONTRACTING PARTY shall be required to send to the person responsible for EVENT organisation on behalf of the HOTEL (as indicated in the AGREEMENT), by electronic means or by fax, a confirmation that the payment has been made.
7. In the case when an advance payment is made in the month different from the month when the EVENT is going to take place, the HOTEL shall issue an advance invoice within 7 days of the date of receiving such payment. If an advance payment is made in the same month as the month of the EVENT, settlement of the ADVANCE PAYMENT shall be made based on a final invoice, as mentioned in section 8 below.
8. The HOTEL, within 7 days of the date of performing the subject matter of the AGREEMENT, shall issue the final invoice to the CONTRACTING PARTY, which shall include the payments made by the CONTRACTING PARTY as well as any ADDITIONAL COSTS.
9. If the CONTRACTING PARTY has reserved any services, including in particular accommodation, which are intended to be paid directly by Guests/Participants of the EVENT, the CONTRACTING PARTY shall inform the given person about the amount that needs to be paid and about the possible methods of payment. In such a case, the HOTEL accepts cash and payments made using PAYMENT CARDS ACCEPTED by the HOTEL. If a

Guest/Participant of the Event refuses to make a payment, and in the case of delay in the payment exceeding 14 days, the HOTEL shall be authorised to charge the CONTRACTING PARTY with the unpaid costs of accommodation of the Guests/Participants of the EVENT.

10. If the CONTRACTING PARTY makes a payment to the HOTEL pursuant to section 9 above, the CONTRACTING PARTY shall be required to send an appropriate confirmation of the payment to the HOTEL'S address (by electronic means or post). Having received the confirmation mentioned in the preceding sentence, this amount shall be, as far as possible, added to the final invoice or shall be the subject of a separate invoice issued by the HOTEL to the CONTRACTING PARTY.
11. If the CONTRACTING PARTY is late with the payment of any amounts resulting from the AGREEMENT, the HOTEL shall be entitled, regardless of other rights, to charge statutory interest for the delay.

VI. TERMINATION AND WITHDRAWAL FROM THE AGREEMENT

1. If the CONTRACTING PARTY does not pay advance payment no. 1, mentioned in item V.1.a of the GENERAL TERMS AND CONDITIONS, within the indicated deadline, it shall be considered that the CONTRACTING PARTY has decided to withdraw from the AGREEMENT through the CONTRACTING PARTY'S fault subject to the provisions of section 3 below. The PARTIES hereby jointly agree that failure to pay advance payment no. 1, mentioned in item V.1.a of the GENERAL TERMS AND CONDITIONS, within the indicated deadline, shall be considered the CONTRACTING PARTY'S withdrawal from the AGREEMENT through the CONTRACTING PARTY'S fault, without the necessity of submitting a separate declaration in this respect.
2. If the CONTRACTING PARTY does not pay any of the advance payments mentioned in V.1.b-d within the indicated deadline,

the HOTEL shall be entitled to terminate the AGREEMENT with immediate effect through the CONTRACTING PARTY'S fault subject to the provisions of section 4 below. The HOTEL'S written declaration regarding termination of the AGREEMENT, sent to the CONTRACTING PARTY'S address indicated in the AGREEMENT, shall be effective as of the date of its submission.

3. In the event of withdrawal from the AGREEMENT by the CONTRACTING PARTY through the CONTRACTING PARTY'S fault, including in the case presented in section 1 above, the HOTEL shall be entitled to demand from the CONTRACTING PARTY payment of a contractual penalty being an equivalent of advance payment no. 1, paid within 7 days of the date of withdrawal from the AGREEMENT.
4. In the event of AGREEMENT termination by the HOTEL through the CONTRACTING PARTY'S fault, including in the case presented in section 2 above, the HOTEL shall be entitled to demand from the CONTRACTING PARTY payment of a contractual penalty being an equivalent of all advance payments the CONTRACTING PARTY has been obliged to paid until the day the HOTEL has submitted a declaration about AGREEMENT termination, paid within 7 days of the date of delivery to the CONTRACTING PARTY of the HOTEL'S declaration regarding AGREEMENT termination, as mentioned in section 2 sentence 2 above.
5. Payments of all contractual penalties are made pursuant to the contents of item V section 5 above or by recognising the advance payment made by the CONTRACTING PARTY against the contractual penalty.
6. Any and all contractual penalties reserved in the contents of the GENERAL TERMS AND CONDITIONS for the HOTEL are not exclusive penalties, which means that if the HOTEL suffers damage, the value of which exceeds the amount of the reserved contractual penalty, the HOTEL shall be entitled to

seek additional compensation from the CONTRACTING PARTY pursuant to general conditions.

VII. RESERVATION – CONFIRMATION, LIMITATION AND RESIGNATION

1. EVENT reservation is considered confirmed at the time when the CONTRACTING PARTY has paid the HOTEL advance payment no. 1, indicated in the AGREEMENT; and in the case mentioned in item V.3 of the GENERAL TERMS AND CONDITIONS – at the time of payment by the CONTRACTING PARTY of all advance payments specified in the AGREEMENT.
2. The CONTRACTING PARTY may, based on a unilateral declaration, limit the scope of every service being the subject of the AGREEMENT in compliance with the following rules:
 - a) until the lapse of the deadline for the payment of advance payment no. 2 as specified in the AGREEMENT – limitation by not more than 15% in relation to the CALCULATION without an obligation to incur additional costs linked with the necessity to repair damage suffered by the HOTEL;
 - b) until the lapse of the deadline for the payment of advance payment no. 3 as specified in the AGREEMENT – limitation by not more than 10% in relation to the CALCULATION, including the already made limitation mentioned in a above, without an obligation to incur additional costs linked with the necessity to repair damage suffered by the HOTEL;
 - c) until the lapse of the deadline for the payment of advance payment no. 4 as specified in the AGREEMENT – limitation by not more than 5% in relation to the CALCULATION, including the already made limitation mentioned in a and b above, without an obligation to incur additional costs linked with the necessity to repair damage suffered by the HOTEL.

3. In the case mentioned in item V.3 of the GENERAL TERMS AND CONDITIONS, it is possible to limit the scope of the services being the subject matter of the AGREEMENT by not more than 10% in relation to the CALCULATION without an obligation to incur additional costs linked with the necessity to repair damage suffered by the HOTEL under the condition that this limitation is made by the CONTRACTING PARTY not later than 14 days before the date of the EVENT, unless the AGREEMENT provides otherwise.
4. The limitation mentioned in section 2 and 3 above should be made in writing or using electronic mail; the date of delivery of an appropriate declaration to the HOTEL shall be considered the date of submitting the declaration.
5. In the event of limiting the scope of the services beyond the scope specified in section 2 or 3 above, or within deadlines exceeding the deadlines indicated in those sections, the CONTRACTING PARTY shall pay the entire remuneration specified in the CALCULATION, with a deduction of the amount resulting from a potential limitation made pursuant to the rules specified in section 2 or 3, unless the PARTIES, under a separate agreement made in writing (on pain of invalidity), agree on different conditions, in particular determine the amount of a contractual penalty paid to the HOTEL by the CONTRACTING PARTY for making a limitation not in compliance with the provisions of the GENERAL TERMS AND CONDITIONS.

VIII. AUTHORISED REPRESENTATIVES OF THE PARTIES

1. Each PARTY shall indicate in the AGREEMENT a person or people responsible for the performance of the provisions of the AGREEMENT– together with their contact details (telephone number, email, fax).
2. Notwithstanding the foregoing, 3 calendar days before the beginning of the EVENT at the latest, the CONTRACTING PARTY shall send, via electronic

means, the final list of the people who shall be responsible for the performance of the provisions of the AGREEMENT during the EVENT, and who shall be authorised to act on behalf of the CONTRACTING PARTY.

3. The CONTRACTING PARTY'S failure to provide the list of the people mentioned above within the specified deadline shall mean that only the people indicated in the AGREEMENT are authorised.
4. By concluding the AGREEMENT, the CONTRACTING PARTY hereby warrants and declares that the people authorised by it, mentioned in section 1 above, are entitled to act on the CONTRACTING PARTY'S behalf, including in particular to place verbal orders for the performance of a service or purchase of goods offered by the HOTEL during the EVENT, which have not been included in the CALCULATION, and which shall be considered ADDITIONAL COSTS within the meaning of the GENERAL TERMS AND CONDITIONS.

IX. SCOPE OF RESPONSIBILITY

1. The HOTEL is responsible for the loss or damage of the things carried by its Guests and left in hotel rooms as well as is responsible for the loss or damage of the things left in hotel rooms by the CONTRACTING PARTY or its Guests, including by other people participating in the EVENT with the CONTRACTING PARTY'S consent, unless the damage was caused by the properties of the thing itself, or was caused only and exclusively by the aggrieved party or a person who accompanied him/her or stayed in the hotel room with his/her consent.
2. The HOTEL is not responsible for the loss or damage of the things carried onto the premises of the HOTEL by its Guests, the CONTRACTING PARTY, its Guests or by other people participating in the EVENT with the CONTRACTING PARTY'S consent, left on the premises of the HOTEL – except for the

situations described in section 1 of this article – in unsecured place that can be accessed by an unlimited number of people, including in particular – although not only – hotel corridors, conference rooms, banquet rooms, restaurant, publicly available hotel toilets as well on the premises of the hotel car park.

3. The HOTEL is not responsible for any damage suffered by the CONTRACTING PARTY, other hotel Guests or people participating in the EVENT as a result of losing a hotel card, incorrect locking or not locking of the hotel room.
4. The CONTRACTING PARTY, Guests of the CONTRACTING PARTY or other people participating in the EVENT with the CONTRACTING PARTY'S consent, who at the same time are not hotel Guests, may decide to have any materially or personally valuable items stored by the HOTEL (including any items of a significant scientific or artistic value).
5. The CONTRACTING PARTY shall be fully responsible for any damage caused in the HOTEL or on the premises belonging to the HOTEL (including the hotel car park) by the CONTRACTING PARTY or its Guests, including other people participating in the EVENT with the CONTRACTING PARTY'S consent.
6. If any of the PARTIES to the AGREEMENT is not capable of performing the accepted obligations due to any obstacles being a result of FORCE MAJEURE, then the Party's responsibility for the damage caused in this manner is excluded.
7. If the HOTEL or the CONTRACTING PARTY is not capable of performing its obligations towards the second PARTY for the reasons mentioned in section 6 above, the HOTEL or the CONTRACTING PARTY shall immediately inform the second PARTY about that with all available means in order to minimise potential damage.
8. The CONTRACTING PARTY shall duly inform its Guests as well as other employees about the agreed procedure of placing additional orders

(including verbal), however with a reservation that in the case of a dispute the CONTRACTING PARTY shall be responsible for its Guests and employees.

9. Only and exclusively the CONTRACTING PARTY shall be responsible for the musical setting of the EVENT, and only the CONTRACTING PARTY shall be obliged to pay any fees and comply with all the legal obligations associated with the said musical setting, in particular the obligations provided for by the act of 4 February 1994 on copyrights and related rights (i.e. Official Journal of the Republic of Poland of 2017 item 880 as amended).

X. GENERAL PROVISIONS

1. It is prohibited to bring own food, beverages and large technical equipment onto the premises of the HOTEL, unless the CONTRACTING PARTY obtains the HOTEL'S written consent (under pain of invalidity) for that and pays an appropriate fee.
2. The HOTEL obliges the CONTRACTING PARTY to comply with and follow all fire regulations and safety rules applicable on the premises of the HOTEL. It is absolutely prohibited to leave any fire sources unsupervised or to smoke tobacco outside the places specifically indicated for that.
3. It is absolutely prohibited to place, hang, attach and stick any items whatsoever on the premises of the HOTEL, unless the CONTRACTING PARTY has obtained the HOTEL'S written consent (on pain of invalidity).
4. Each reservation has its individual number consisting of the date of conclusion of the AGREEMENT and the name/company/first name and surname of the CONTRACTING PARTY, which should be used by the CONTRACTING PARTY in every form of correspondence related to the performance of the AGREEMENT (including in particular email correspondence) and in the title of remuneration payment, mentioned in item V above. The number of the reservation shall be entered on every

invoice issued by the HOTEL relating to the performance of the AGREEMENT.

5. In cases not regulated by the GENERAL TERMS AND CONDITIONS or the AGREEMENT, the provisions of the Polish Civil Code shall apply.

XI. GOVERNING LAW

Polish law shall be the governing law, and jurisdiction lies with the Polish courts.

XII. CHOICE OF COURT

Any and all disputes resulting from the performance of the AGREEMENT shall be settled amicably or, in the case when reaching an amicable resolution is not possible within 30 calendar days of the date of dispute notification by one of the PARTIES, shall be settled by a common court of proper jurisdiction for the head office of the HOTEL.

XIII. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

The GENERAL TERMS AND CONDITIONS enter into force on 01 March 2018 and apply to AGREEMENTS concluded after this date.