

General Terms and Conditions (as at 01st May 2008)

I. Scope

1) These terms and conditions apply to contracts which are made between the Client (referred to in the following as "Organiser") and Catering's Best by Intercontinental Frankfurt - InterContinental Frankfurt, ein Betrieb der Danube Hotels Betriebsgesellschaft mbH (referred to in the following as "Catering's Best") and which relate to the provision of catering services in areas other than hotel rooms and for all services and deliveries relating to this provision of service in so far as the following clauses may be applied in their effect.

2) Organiser's terms and conditions shall apply only by prior written agreement.

II. Defects, liability, limitation of liability

1) The contract arises out of the acceptance of Organiser's application by Catering's Best. These are parties to the agreement.

2) Catering's Best shall with the due care and diligence of a prudent businessman be liable for its obligations under the agreement. Claims brought by Organiser for indemnity shall not be admissible. Excepted from this are damages from injury to life, limb or health, if Catering's Best has failed to fulfil its obligations, other damages caused by deliberate or negligent breach of obligation by Catering's Best and damages caused by a deliberate or negligent breach of typical contractual obligations by Catering's Best. A breach of obligation by Catering's Best is equivalent to that of a statutory agent or assistant.

If faults or defects arise in Catering's Best's services, Catering's Best shall, if they become known to Organiser or on notice by Organiser, do all it can to rectify such faults or defects. Organiser shall do all in its power to help to rectify the fault and keep possible damage as low as possible. Organiser shall otherwise duly notify Catering's Best of the possibility of exceptionally serious damage. All claims against Catering's Best shall lapse one year after the start of the statutory period of limitation. Claims for indemnity shall regardless of knowledge of faults or defects lapse in five years. Reductions of limitation shall not apply to claims based on deliberate or grossly negligent breach of obligation by Catering's Best.

III. Services, prices, payment, settlement of accounts

1) Catering's Best shall make the agreed deliveries and provide the agreed services.

2) Organiser shall pay prices agreed for these and other deliveries and services made and provided or Catering's Best's usual prices. This also applies to deliveries, services and payments made and provided to third parties by Catering's Best at Organiser's request (and particularly also to amounts owed to intellectual property exploitation societies) and to additional expenditure such as defective lifts, locked doors or power failure which arise unexpectedly and could not be calculated for.

3) The agreed prices are net and do not include value added tax at the rate applying at the date of the event.

4) If more than four months elapse between conclusion of the contract and the event and the price generally charged by Catering's Best for such services increases, the contractually agreed price may be increased by an appropriate amount but by not more than 5 %. For every further year above these four months elapsing between conclusion of the contract and the event the upper limit shall increase by a further 5 %.

5) Invoices issued by Catering's Best without stating a due date shall be due and payable without deduction not later than 10 days after receipt of the invoice. If Catering's Best has set Organiser a date for payment or other credit and Organiser falls into arrears with such payment date or credit payment due to Catering's Best, the payment target or other credit may be revoked and immediate payment be required for all amounts due. If Organiser gets into arrears with payment, Catering's Best may charge the statutory penalty interest for arrears applying at the time. Organiser shall reserve the right to prove lower damages, Catering's Best the right to prove higher damages.

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6) Organiser shall make an advance payment amounting to 100 % of the estimated total price of the event. This advance payment must have been paid under the correct contract number into Catering's Best's named account within the periods relative to the date of the event as stated below. All deposits will be charged relative to the date of the event. If amounts vary by more than 20 % from the contract amount the last advance payment invoice will be adjusted at the key date (10 working days before the date of the event).

- 30 % of the total order amount as deposit on conclusion of the agreement more than 16 days before the date of the event
- a further 40 % (total 70 %) of the total order amount as deposit within a period of 15 working days before the date of the event
- a further 30 % (total 100 %) of the total order amount as deposit within a period of 10 working days before the date of the event.

7) Organiser may set off against amounts owed to Catering's Best only uncontested or legally ascertained amounts owed to it or exercise a right of retention in this respect.

IV. Withdrawal by Catering's Best from the contract

1) If and in so far as the payment of amounts in advance has been agreed with Organiser and if Organiser does not make such payments in due time or within an appropriate further period set by Catering's Best with the condition that it will refuse further performance of the contract, Catering's Best may at its discretion withdraw from the contract or require indemnity for non-performance. Section V. shall apply analogously to assessment of the damage.

2) Catering's Best may also withdraw from the contract for justified cause if, for example:

- performance of the contract is made impossible or too difficult for Catering's Best by force majeure or other circumstances for which Catering's Best is not responsible;
- event venues were reserved on misleading or incorrect statement of important facts, e.g. facts about Organiser's person or about the purpose of hire;
- Catering's Best has good reason to assume that the use of Catering's Best's deliveries and services may impair Catering's Best's safety or standing with the public and this is not imputable to Catering's Best's area of control or organisational domain;
- if Catering's Best requires Organiser to pay an appropriate amount in advance and such payment has at least 10 working days before the date of the event not been paid under the correct contract number into the account named by Catering's Best.
- because of the weather or other unforeseeable circumstances Catering's Best cannot transport the required equipment, personnel, food or drink to the event venue, the duty to perform will lapse for both parties to the contract. In such case any initial payments already made shall be repaid after deduction for any expenses already incurred by Catering's Best. This shall apply particularly if the use of approach and access roads is impossible and substitute material cannot be made available at an economically reasonable cost so that the event cannot reasonably take place.

3) If Catering's Best has withdrawn from the contract for good cause. Organiser shall have no claim to indemnity.

4) If in the event of withdrawal as set out in Subsection 2 or 3 above Catering's Best has a claim for indemnity against the customer, Catering's Best may consolidate the claim. Section V., Subsection 2) shall apply analogously.

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V. Withdrawal from and cancellation of contract by Organiser

1) If the event fails to take place for reasons for which the client is responsible or is cancelled by the client, Catering's Best shall on notice that the event is not to take place be paid

- 30 % of the total order amount in the event of cancellation not later than 16 days before the planned date of the event
- 70 % of the total order amount in the event of cancellation within a period of 15 - 10 days before the planned date of the event
- 100 % of the total order amount in the event of cancellation within a period of 10 days before the planned date of the event.

2) These time periods shall apply unless otherwise agreed in the contract. The basis for calculating the total order amount is the number of participants actually stated in the agreement.

3) Within the fixed periods of indemnification for the lost revenue from the sale of food and drink the relevant revenue from the sale of food will be calculated with the formula: menu price x number of persons.

If no price has yet been agreed for the menu, the most inexpensive 3-course menu available at the agreed time of the event will be used as a basis.

For the purposes of calculating indemnity for lost revenue from the sale of drink 50 % of the total revenue from the sale of drink will be used as a basis. If an overall amount has been agreed, 80 % of the overall amount shall be applied.

4) Organiser may withdraw from the contract concluded with it for the hire of event rooms only if this has been agreed in the contract. If any right of withdrawal has not been exercised within the agreed period, such right will lapse at the end of the period, the contract will remain effective in full and Organiser must pay the amount agreed for the service, even if he does not use the ordered deliveries and services, particularly the reserved event rooms. The payment for the deliveries and services shall also include an indemnity for lost revenue from the sale of food and drink as set out in Section V., Subsection 3).

5) In all cases services to be provided by third parties must be paid for by Organiser, if it has not been agreed that these services will not be paid for if the event is cancelled and Catering's Best is duly charged cancellation fees.

6) The deduction of saved expenses is provided for in Subsections 3 to 5. Organiser is free to prove that the aforementioned claim has not arisen or has not arisen in the amount demanded. Catering's Best reserves the right to prove higher damages.

7) The customer may not withdraw free of charge from the contract concluded with Catering's Best unless it has first obtained Catering's Best's agreement in writing.

VI. Changes in the number of participants and the time of the event

1) Any reduction in the number of participants by up to 5 % of the agreed number of participants (in the event of an approximate figure the absolute figure stated in figures) must be communicated to Catering's Best in writing not later than 48 hours before the beginning of the event and will be taken into account and a reduction applied in the final settlement of accounts.

2) Any reduction in the number of participants by more than 5 % of the agreed number of participants (in the event of an approximate figure the absolute figure stated in figures) must be communicated to Catering's Best in writing (or by fax) not later than 5 working days before the beginning of the event. If Catering's Best has not declared that it approves of a different arrangement, the agreed number of participants minus 5 % will be taken as basis for the settlement of accounts.

3) If the number of participants is reduced by more than 10 %, Section VI., Subsection 2) shall apply analogously with the reservation that the hotel may also adjust the process upwards by an appropriate amount.

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4) If the actual number of participants has been increased to the agreed number of participants and the increase confirmed by Catering's Best, the actual number of participants will be taken as a basis for the settlement of accounts.

5) Orders for further food, drink and/or additional material will be charged for at the prices agreed with Catering's Best in the contract.

6) If the agreed starting and finishing times are changed without Catering's Best's prior agreement and Catering's Best is not responsible for such change, Catering's Best may charge appropriate additional costs for provision of a standby service.

VII. Bringing of food and drink to events

1) Organiser may bring food and drink to events only with the prior agreement of Catering's Best. Approval may depend on the payment of a contribution to cover the overhead costs.

2) Catering's Best shall not be held liable for the quality of the food and drink brought to the event.

3) If no agreement has been reached about corking fees in the event contract, the following standards will be taken as a basis when rendering accounts:

- € 30.00 per bottle of wine or sekt (0.75 l)
- € 50 per bottle of spirits (0.70 l)
- € 50.00 per bottle of champagne (0.75 l)
- € 2.50 per bottle of soft drink or juice (1.00 l)
- € 7.50 per litre of beer (1.00 l).

VIII. Technical equipment and power connections

In so far as Catering's Best provides for Organiser at Organiser's request technical or other equipment or hires or uses rooms and seating provided by third parties, Catering's Best acts on behalf of and for the account of Organiser. Organiser shall be liable for the careful treatment and return of such equipment and facilities in a proper condition. Organiser shall save Catering's Best harmless from all and any claims by third parties arising from the provision and lease of such equipment and/or facilities.

IX. Loss and damage

Organiser shall have a duty of care for hired objects, technical and other equipment from taking delivery through to return. In the event of damage or loss of such objects and equipment for which Organiser, its employees, assistants or guests is or are responsible, the cost of replacement or repair will be charged for.

X. Organiser's liability and other obligations

1) Organiser shall be liable for all damage caused to the event venue and its fixtures and fittings by Organiser, event participants, visitors to the event, Organiser's employees or other third parties falling within its area of responsibility. Organiser shall bear the burden of proving that such parties were not responsible for causing such damage.

2) Decorative material brought to the event must comply with the fire prevention regulations. Catering's Best may require official proof of such compliance. The installation or putting up of decorative and similar material must be agreed with Catering's Best in advance. The putting on of firework displays and the use of fog machines must in all cases be agreed with Catering's Best.

3) Organiser shall ensure that any refuse left is correctly disposed of in accordance with the relevant legal requirements for separation and other treatment. If notwithstanding Organiser leaves refuse, Catering's Best may charge the customer for the cost of correct disposal and any cleaning of the rooms resulting from the leaving of refuse.

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4) Organiser shall obtain the official authorisations for the event in due time. Organiser shall be responsible for adherence to public law requirements and other regulations.

5) Catering's Best may, if there are good reasons to do so, require the provision of appropriate securities over and above the obligation to make advance payment as set out in Section III., Subsection 6.

XI. Concluding provisions

1) Changes and additions to the contract for the hire of event rooms or to these terms and conditions must be made in writing to be effective.

2) The place of fulfilment and payment will be Frankfurt.

3) The sole place of jurisdiction for the settlement of disputes arising out of this agreement, including disputes about cheques and bills of exchange, shall be the court at the place of fulfilment stated in Section XI, Subsection 2. Its jurisdiction is herewith in all cases also agreed in relations with event organisers who satisfy the requirements of Section 38 Para. 1 German Code of Civil Procedure and/or who have no general place of jurisdiction in Germany (in the case of the latter the hotel may at its discretion bring actions at Organiser's general place of jurisdiction abroad).

4) German law shall apply. The UN Convention on Contracts for the Sale of Goods and conflict of law provisions shall not apply.

5) Should any individual provision or any part of any provision of this contract be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case the void and/or illegal and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of this contract.

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