

General Terms and Conditions for the SPA of Severin's Öschberghof GmbH

Section 1: Scope of application

- (1) Our services are provided exclusively in accordance with these General Terms and Conditions. They form part of all contracts that we conclude with our guests regarding the services we offer in this respect.
- (2) Our staff are not authorised to enter into any verbal agreements with guests in connection with the contract that deviate from these General Terms and Conditions.

Section 2: Services

- (1) We provide wellness and fitness services such as massages, facials, sauna, personal training, etc. These are intended solely for relaxation and well-being and do not constitute medical services or therapeutic treatments.
- (2) If the guest has any health conditions requiring treatment or suspects they may have, they must consult a doctor before using any wellness or fitness service.
- (3) We are entitled to close the wellness and fitness areas temporarily and to change the opening hours if this becomes necessary due to repair work or similar measures.

Section 3: Prices and payment

- (1) The guest is obliged to pay the prices for the services. The prices are taken from the valid price list at the time the contract is concluded, unless otherwise agreed. The prices are final prices and include statutory value-added tax (VAT).
- (2) The prices are due and payable once the services have been provided, at the latest on the day of departure. If payment by invoice has been agreed, the invoice sum is due for payment within 14 days of receipt of the invoice without deductions.

Section 4: Cancellation

- (1) The agreed service can be cancelled by the guest up to 24 hours before the scheduled appointment free of charge.
- (2) If the guest does not have the right to cancel in accordance with Para. (1) or another right to terminate or right of withdrawal arising from the contract and/or by law, we are entitled to claim payment of the agreed price even if the guest does not make use of the agreed services. The guest has no claim for compensation regarding the unused service.
- (3) Any income derived from the alternative use of the service, in particular the provision of wellness services for other guests and saved expenses shall be offset by us.
- (4) Should it not prove possible to provide the agreed service for another guest at the agreed time,

the guest is obliged to pay at least 90% of the contractually agreed price based on a flat-rate calculation of the expenses saved. The guest expressly reserves the right to prove that we have incurred no loss or only a lesser loss.

Section 5: No right of withdrawal

In the case of distance contracts within the meaning of Section 312g (2) No. 9 of the German Civil Code (BGB), the guest has no right of withdrawal, as the contract concerns the provision of leisure-related services, such as accommodation for purposes other than residential use, the transport of goods, car rental or the supply of food and beverages, and provides for the services to be performed at a specific date and time or within a specific period.

Section 6: Guest's duty to disclose / Liability

- (1) The guest is obliged to inform us of any health complaints, illnesses or medical conditions known to them, such as allergies, physical limitations, pregnancy or acute contagious diseases, before the service is provided.
- (2) To this end, the guest is required to complete a health questionnaire. If the guest is unwilling to do so, we may refuse to provide the service. This shall also apply if there is reason to suspect the existence of such health complaints, illnesses or medical conditions prior to or during provision of the service.
- (3) Accordingly, we shall not be liable for unforeseeable physical reactions or injuries arising from wellness or fitness services, nor for health complaints, illnesses or medical conditions that were unknown to the guest or were not disclosed to us and for which the wellness or fitness services should have been avoided.

Section 7: Liability

- (1) The guest's claims for damages are excluded. This does not apply to claims for damages by the guest arising from injury to life, limb or health or from the breach of material contractual obligations (obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party regularly relies and is entitled to rely) as well as liability for other damages resulting from a wilful or grossly negligent breach of duty on our part.
- (2) In the event of a breach of material contractual obligations, we shall only be liable for foreseeable damage typical of the contract if such damage was caused by simple negligence, unless the guest's claims for damages arise from injury to life, limb or health.
- (3) The limitations established in Para. 1 and 2 also apply in the interest of our legal representatives and vicarious agents if claims are asserted against them directly.

Section 8: Final provisions

- (1) Insofar as the guest is a merchant, a legal entity under public law or a special fund under public law or in the case that the guest satisfies the requirement of Section 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of our company.
- (2) The laws of the Federal Republic of Germany shall apply to contracts concluded between our company and the guest. If the guest is a consumer and has their habitual residence in another country, the application of mandatory legal provisions of that country shall not be affected by the choice of law set out in Sentence 1.
- (3) Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In all other respects, the statutory regulations shall apply.
- (4) Please note that our company is neither obliged nor willing to participate in any out-of-court dispute resolution procedure, such as that offered by Außergerichtlichen Streitbeilegungsstelle für Verbraucher und Unternehmer e.V. (German out-of-court dispute resolution body for consumers and businesses) or the Universalschlichtungsstelle des Bundes (Federal Universal Conciliation Body).
- (5) Personal data are collected in accordance with our General Privacy Policy (<https://www.oeschberghof.com/en/general-privacy-policy>) for performance of the contracts.

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