

General Terms & Conditions

1 SCOPE

These general terms and conditions (T&C) 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" incorporates the hotel and clinic operations (Oberwaid AG - Das Hotel. Die Klinik., Rorschacher Strasse 311, 9016 St. Gallen, Switzerland) with all its outbuildings and premises.

Guests and clients: The term "guests and clients" includes any natural or legal person who enters into a contract with Oberwaid AG in the Hotel, Food & Beverage (F&B), Tau Spa & Gym, or Medical area. There is no difference whether the contract is concluded as a hotel, medical and/or F&B contract.

Services: The term "services" refers to all services performed by Oberwaid AG in association with hotel services. The term typically refers to accommodation in the hotel, including all other 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, hotel shuttle 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. Oberwaid AG shall be obliged to keep the services booked by the customer available and to provide the services at the agreed prices. Oberwaid AG reserves the right to adjust prices if the customer subsequently requests changes to the booked services (e.g., adjustments to hotel, catering and seminar services such as the length of guests' stay, adjustments to seminar or catering services. This list is not final) and Oberwaid AG consents thereto. In addition, external influences over which Oberwaid AG has no control may lead to an adjustment of rates.

5 HOTEL CHECK-IN AND CHECK-OUT

Check-in is possible from 3:00 p.m. on the day of arrival and check-out is possible until 12:00 p.m. on the day of departure. Earlier arrival or later departure is only possible with the approval of Oberwaid AG and is subject to additional costs depending on the booking situation.

6 CANCELLATION POLICY

Cancellations or re-bookings are only valid if they are delivered to Oberwaid AG in writing. Notifications by e-mail shall be treated as having been made in writing. In the case of cancellations by telephone, the cancellation number must be carefully retained by the guest. The date of receipt of the written notice by Oberwaid AG shall be relevant for calculating the cancellation date. On Sundays and public holidays, the next working day shall be applicable. Re-bookings are only possible with written consent and subject to availability.

If the booked arrangement cannot be commenced, Oberwaid AG shall accept a substitute person who will take over the existing booking under the same conditions. As long as there is no guarantee from the substitute person, the original guest shall remain the contracting party and shall be liable to Oberwaid AG.

6.1 Room reservations without additional services

Room reservations without additional services up to a maximum of 5 nights can be cancelled free of charge until 6 p.m. on the day of arrival.

From a stay of 5 nights, a cancellation free of charge is possible up to 72 hours before arrival. Cancellations received after the agreed cancellation deadline and no-shows will be charged 100% of the cost of the first night.

6.2 Room reservations with additional services and/or packages

For room reservations with additional services such as medical consultations or spa bookings as well as bookings of packages, the following cancellation conditions and cancellation costs apply:

- Up to the 15th day before the agreed arrival date: free of charge.
- From the 14th day before arrival to the day of arrival: 100 % of all booked services.

No deduction will be made for early departures. In general, the Swiss hotel contract conditions (hotellerie suisse) apply. We recommend that our guests take out cancellation insurance.

6.3 Group reservations of 10 rooms and more

For groups of 10 rooms and more, the following cancellation conditions and cancellation costs apply:

- Up to 61 days before arrival: free of charge
- From 60 - 31 days before arrival: 50 % of all booked services
- From 30 - 15 days before arrival: 75 % of all booked services
- From the 14th to the 8th day before arrival: 90 % of all booked services
- From the 7th day before the day of arrival: 100 % of all booked services of the whole stay.

Up to the day of arrival, a maximum of 10 % of the contractually agreed number of rooms may be reduced free of charge. For groups of 40 nights or more, Oberwaid AG reserves the right to adjust the cancellation policy accordingly.

7 PAYMENT TERMS AND DEPOSITS

The following methods of payment are accepted: Cash, Maestro (EC cards), PostFinance Card, Visa, MasterCard, American Express, Diners Club, JCB and China Union Pay.

Payments in Euros, US Dollars and British Pounds: On the day of invoicing, the respective daily exchange rate of Oberwaid AG applies. Only banknotes will be accepted and change will be made in Swiss francs (CHF).

7.1 Room reservations without additional services

The room is reserved until 6:00 pm. To guarantee the reservation for late arrivals, a valid credit card (cardholder, number, expiration date and CVC code) is mandatory. Oberwaid AG reserves the right to check the credit card for validity and coverage as well as to authorize. Final payment will be made upon departure. Alternatively, the room rate can be paid in advance or by bank transfer. The amount must arrive at the latest 3 days before arrival on the following account.

No invoices will be sent outside Switzerland. Within Switzerland, invoices can be sent after a thorough check of the creditworthiness of the respective company and after receipt of the completed cost transfer form by our finance department. Payment must be made within 7 days.

7.2 Room reservations with additional services and packages

Room reservations with additional services such as medical consultations or spa bookings, as well as bookings of packages, must be guaranteed with a valid credit card (cardholder, number, expiration date and CVC code). Oberwaid AG reserves the right to check the credit card for validity, as well as to authorize. In addition, the booked services must be paid for in advance. For this purpose, at least 50% of the total booked services must be transferred by bank transfer up to 7 days prior to arrival. The remaining amount is due upon arrival. If the customer defaults on the timely payment of the deposit, Oberwaid AG reserves the right to withdraw from the contract.

7.3 Guests without a registered place of residence in Switzerland

Guests who do not have a registered residence in Switzerland must guarantee any reservations with a valid credit card (cardholder, number, expiration date and CVC code). A 100% prepayment of all booked services is required. The advance payment must be made at the latest 14 days before arrival by credit card or to the account indicated below. Any extra charges are to be paid at the latest upon departure.

7.4 Group bookings of 10 rooms and more

Group bookings must be guaranteed with a valid credit card. In addition, the settlement of the booked services must be made in advance in accordance with a separate contract with the following payment conditions:

- 50 % of the total booked services up to 30 days before arrival.
- 50 % of the total booked services after receipt of the list of names of the guests up to 1 week before arrival.

No invoices will be sent outside Switzerland. Within Switzerland, invoices can be sent after a thorough check of the creditworthiness of the corresponding company by our finance department. Payment must be made within 14 days.

Oberwaid AG's account details for bank transfers are as follows:

St. Galler Kantonalbank	Account number: 0110.3632.8608
St. Leonhardstrasse 25	IBAN: CH89 0078 1011 0363 2860 8
9001 St. Gallen	Swift: KBSGCH22XXX
Switzerland	BIC: 781

8 INTERIM AND FINAL INVOICE

In the case of longer stays, the customer will receive an interim invoice every 7 days for the services used up to that point. The interim invoice must be paid by the following day. The final invoice is payable at the latest upon departure.

9 PETS

For hygienic reasons and out of consideration for our clinic guests, pets are not permitted anywhere on the Oberwaid AG premises.

10 LIABILITY OF OBERWAID AG FOR DAMAGES

Oberwaid AG and its executive bodies shall be liable for damages only in cases of intent or gross negligence. Liability for items brought in by the guest shall be excluded to the extent permitted by law. Claims must be made in writing to Oberwaid AG immediately, but no later than 14 days after departure, otherwise the claims shall be deemed forfeited. All medical and spa services are excluded from this provision. Oberwaid AG shall be entitled to refuse custody of valuables, money and securities if the items in question are considerably more valuable than guests of the accommodation establishment in question usually leave in their custody. Disruptions such as noise and / or operational restrictions shall not entitle hotel and clinic guests to any compensation or reimbursement.

11 USE OF HOTEL ROOMS AND LIABILITY FOR DAMAGE

The rooms may only be used or occupied by the number of persons (including children) specified in the reservation confirmation. The guest/organizer shall be liable for all damage and losses caused by him/her and all persons staying in or around the Oberwaid AG premises as a result of an event. The use of decorative materials and the hanging of pictures or the like are strictly prohibited and shall give rise to liability for damages on the part of the guest/organizer.

Smoking is prohibited in the entire house (except in the smoking lounge and designated outdoor areas). In the event of violations, Oberwaid AG reserves the right to charge an amount of CHF 250 for cleaning.

12 RESIGNATION OF OBERWAID AG

If an agreed advance payment or an advance payment otherwise requested in accordance with item 7 is not made even after the expiration of a reasonably short grace period set by the hotel, the hotel shall be entitled to withdraw from the contract with immediate effect.

Furthermore, the hotel is entitled to withdraw from the contract with immediate effect if the commencement, continuation or complete fulfillment of the contractual relationship is not or no longer reasonable for the hotel, including, however, whenever force majeure/other circumstances for which the hotel is not responsible make the fulfillment of the contract appear unreasonable, rooms and/or event rooms are rented under misleading or false statements of material facts (e.g., in the person of the guest), or if the hotel is unable to fulfill the contract. e.g. in the person of the guest or the purpose), the hotel has reasonable grounds to assume that the use of the hotel service may jeopardize the smooth operation of the business, the safety or the reputation of the other guests and/or the hotel, without this being attributable to the hotel's sphere of control or organization.

In the aforementioned cases, the hotel shall be entitled to immediately withdraw from the contract and the guest shall not be entitled to any compensation. Any deposits or payment guarantees made by the guest shall be forfeited or shall be due to the hotel in accordance with the provisions set forth in item 10.

13 DATA PRIVACY

Oberwaid AG undertakes to comply with the applicable data protection legislation in handling and processing all customer data and customer usage data. Customer data shall only be used to maximize operational security or in the interest of sales promotion, product design, crime prevention, collection of key economic data and statistics, and invoicing.

The guest hereby acknowledges and agrees that in cases of joint provision of services in cooperation with third parties, Oberwaid AG shall be entitled to make customer data available to the third parties concerned to the extent required in the interest of providing the services. Otherwise, the disclosure of customer data to third parties shall be permitted only with the customer's express consent. An exception shall only apply if Oberwaid is legally obliged to disclose personal data to third parties.

14 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.

15 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.

16 FINAL TERMS AND PROVISIONS

Changes or additions to the contract or the reservation confirmation are always made in writing, if possible. Unilateral changes or additions are invalid. With your signature on the contract / reservation confirmation or unilateral confirmation of a booking by you, you accept the General Terms and Conditions. Where the General Terms and Conditions do not specify any provision, the Swiss Code of Obligations shall automatically apply.

This contract is exclusively subject to Swiss law. The parties agree that St. Gallen / Switzerland shall be the exclusive place of jurisdiction.