

General Terms and Conditions of Krafft AG

Effective as of April 2026

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1 Scope of Application

These General Terms and Conditions (hereinafter GTC) govern the conclusion, content, and execution of contracts between Krafft AG (hereinafter the “Establishment”) and the customer (hereinafter the “Guest”) regarding accommodation, meals, and other services offered by the Establishment.

Individual, written agreements take precedence over these GTC; in all other respects, these GTC apply in addition. Any GTC of the Guest shall not apply.

2 Prices and Payment Terms

2.1 General Provisions

The price in Swiss francs (CHF) is binding. Prices in foreign currencies are for reference only. For price quotations in foreign currencies, the exchange rate applied at the time of payment is binding.

Unless otherwise communicated, the visitor’s tax is not included and must be paid separately by the Guest. Changes made after the contract is concluded are at the Guest’s expense. Increases in statutory levies after conclusion of the contract must be paid by the Guest.

Claims by the Establishment must be settled no later than at check-out (for daily services: immediately after use).

Offset/Set-off: The guest may only set off undisputed legally enforceable counterclaims, as well as counterclaims arising from the same contractual relationship; apart from that, offsetting is not permitted.

The presentation of the Establishment, the rooms, and other services, the description and price on the Establishment’s websites (hereinafter “website”) as well as in brochures, advertisements, or similar materials do not constitute a legally binding contractual offer nor a guarantee of characteristics, unless they are expressly designated as binding in writing.

By providing their credit/debit card information, the Guest guarantees the reservation and authorizes the Establishment to charge the card for the following amounts:

- a) services booked and received (including taxes/fees). The Establishment may issue interim invoices and may issue invoices for services rendered at any time
- b) contractually agreed cancellation/no-show fees
- c) contractually owed incidental charges (e.g., minibar, restaurant, spa, parking)
- d) verifiable damage caused by the Guest or other special cleaning services.

The Establishment may pre-authorize an amount up to the total cost of the stay as a security deposit. Any unused funds will be released in accordance with the card issuer’s guidelines.

Information and Documentation: The Establishment must document any additional charges (e.g., receipts, photos, records, invoices) and inform the Guest before or shortly after the charge is applied. Any objections must be submitted in writing to the Establishment within 7 days.

Payment failure: If a transaction is declined, the Guest must immediately provide an alternative form of payment and settle any outstanding amounts immediately upon request.

2.2 Events

For events (seminars, banquets, functions), prices and payment terms shall be agreed upon individually in writing. Services provided outside of business hours may incur additional charges.

3 Conclusion of the Contract

3.1 Hotel Rooms (Reservations)

Direct reservations can be made in person, by phone, by email, or via the website. For bookings made through third parties (e.g., online portals), their terms and conditions must be observed.

For online reservations: By submitting the booking, the guest makes an offer; the reservation confirmation via email constitutes acceptance.

For inquiries made by phone or email, the Establishment may provide a written offer (including via email); the contract is concluded upon the Guest's written acceptance (including via email).

A Guest is entitled to a specific room only if this has been expressly confirmed in writing.

3.2 Table reservations at restaurants

À la carte reservations (up to 12 people) can be made by phone, email, or via the online platform. The reservation is verified upon verbal or written confirmation. The Establishment may collect credit card information to secure any charges. Reservations for 13 or more people are considered an event; see Section 3.3.

3.3 Events (Seminars, Banquets, Events)

Events are quoted individually upon request. The contract is concluded upon written acceptance of the offer by the Guest. These Terms and Conditions shall apply.

3.4 Reservations for Sports and Self-Service Facilities

The Establishment provides an online reservation system. The subject of the reservation are the services listed in the booking confirmation at the stated final prices. Images are for informational purposes only and are nonbinding. For detailed information, the Guest must inquire before booking.

4 Check-in / Check-out

Rooms are available on the day of arrival from 3:00 PM and on the day of departure until 12:00 PM. At Silo Hostel the check-out time is 11:00 AM.

In the event of a late check-out of up to 3 hours, the Establishment may charge 50% of the listed room rate, and for a late check-out of more than 3 hours, it may charge 100%. This does not establish any contractual claims to continued use; the Establishment reserves the right to claim damages from the Guest. The Establishment may remove items belonging to the Guest from the room and store them at the Guest's expense if this is required due to the late check-out.

5 House Rules

5.1 Access to Hotel Rooms / Keys

The room is intended exclusively for the registered guest and the accompanying persons listed at the time of booking. Third-party subletting or multiple occupancy requires written approval by the Establishment. Keys/key cards must be kept in a safe place. The Guest must report any loss of the key/key cards immediately to the Establishment.

5.2 Access to Sports and Self-Service Facilities

Access is restricted to registered guests and the persons accompanying them, who must also register in advance. The digital key is time-limited (usually 15 minutes before the start of booking and two hours after) and may not be passed on to third parties.

5.3 Smoking

Smoking is prohibited in all indoor areas.

5.4 Pets

Pets are permitted only with prior written consent and for an additional fee; the Guest will be notified of the surcharge in writing in advance. Service dogs for people with disabilities are permitted. No additional fee is charged for service dogs. The guest is obligated to properly care for and supervise the animal; any damage (including excessive soiling) shall be borne by the Guest. Pets must be kept on a leash on the premises when outside the guest room. Animals are not permitted in event rooms or in the wellness area.

5.5 Use of Premises, Fire Safety, and Permits

Subletting of premises and services is permitted only with written consent.

Fire safety regulations (regarding materials, number of people, and escape routes) must be observed; decorations must be approved in advance. Personal electrical devices may only be used with prior written permission; any resulting disruption or damage—unless caused by the Establishment—shall be borne by the Guest. The Establishment may charge for any electricity costs based on consumption.

Permits/fees (e.g., SUISA, official permits) must be obtained and paid by the Guest in a timely manner. Packaging materials must be disposed of by the Guest; if this is not done, the Establishment will dispose of the materials at the Guest's expense. Items left behind may be removed or stored, and room rental fees may be charged for their storage.

The Guest is responsible for complying with legal regulations and noise control requirements and for not infringing on the rights of third parties (in particular intellectual property rights). In the event of use that violates the terms of this agreement or applicable law, the Guest shall indemnify the Establishment in full.

5.6 Third-Party Services

If the Establishment procures third-party equipment or services at the Guest's request, it acts on behalf of and for the account of the Guest. The Guest is liable for the careful handling, timely return, and payment of such items, as well as for any damages or cancellations involving third parties, and shall indemnify the Establishment.

5.7 Advertising Activities

The use of the Establishment's logo, name, or images for advertising or invitations requires prior written consent.

6 Additional Provisions for Group Bookings and Events

6.1 Definition and Quotas

A group booking is defined as a booking of 6 or more rooms. Where the term "check-in" is used below, it refers to the agreed check-in date for room reservations.

The following are considered events: all bookings for seminar and event rooms, all table reservations for 13 or more people, and banquets.

6.2 Guest List

The Guest must provide the Establishment with a guest list (first and last name, date of birth, nationality, estimated arrival time, payment information) no later than 28 days before the event. If this deadline is not met, the Establishment may release the reserved rooms.

6.3 Cancellation Policy for Group Rooms

For bookings of 11 or more rooms

- Up to 28 days before arrival: free cancellation of all booked services.
- 28–14 days: 25% of the booked services may be cancelled free of charge;

the remaining services will be charged at 100%.

- 13–8 days: 15% of the booked services may be cancelled free of charge;

the remaining services will be charged at 100%.

- 7–2 days: 10% of the booked services may be cancelled free of charge;

the remaining services will be charged at 100%.

- 1 day or less before arrival / No-show: 100% of the booked services

will be charged.

For bookings of 6–10 rooms

- Up to 14 days before arrival: free cancellation of all booked services.
- 14–8 days: 15% of the booked services may be cancelled free of charge; the remaining services will be charged at 100%.
- 7–2 days: 10% of the booked services may be cancelled free of charge; the remaining services will be charged at 100%.
- 1 day or less before arrival / no-show: 100% of the booked services will be charged.

6.4 Events (seminars, banquets, functions)

Events are subject to the terms of individual agreements as well as to Section 5.5 (Use of Premises/Fire Safety/Permits).

7 Gift Certificates

Gift certificates can only be redeemed after full payment has been made and are valid for two years. The online store's Terms and Conditions (<https://shop.e-guma.ch/krafftbasel/de/terms>) also apply to gift certificates.

8 Service Disruptions

8.1 Service Disruptions Caused by the Establishment

Hotel Rooms/Event Spaces: If, despite a confirmed reservation, no room or space is available, the Establishment shall inform the Guest immediately and, where possible, offer an equivalent alternative nearby. Any additional expenses incurred as a result shall be borne by the Establishment. If the Guest declines the alternative and cancels in writing, any services already rendered (e.g., deposits) shall be refunded; further claims are excluded.

Food and Beverage Services: If agreed-upon food and beverage services cannot be provided, the Establishment shall inform the Guest and offer an equivalent substitute. If the Guest declines, cancellation without penalty is permitted only if the change in services is substantial; services already provided will be refunded; further claims are excluded.

8.2.1 Cancellation by the Guest / Cancellation Fees

General: Cancellations must be made in writing; the date of receipt by the Establishment shall be decisive.

No-shows and early departures will be charged in full according to the booking price. In addition to the cancellation fee, the Establishment may claim further, specifically proven damages; the Guest reserves the right to prove that the damages were less.

Cancellation Policy

- Individual bookings (up to 5 rooms): Free cancellation until 5:00 p.m. on the day before arrival. For cancellations made after this time, 100% of all booked services shall be charged.
- Groups/Events: Sections 6.3 and 6.4 apply.
- Restaurant reservations: For reservations of 6 or more people, a credit card may be required. For cancellations less than 4 hours prior to the reservation, no-shows, or if the number of guests is less than the confirmed number, CHF 40 per person (lunch) or CHF 80 per person (dinner) shall be charged. For events, the individually agreed terms and conditions apply.

8.2.2 Late Payment

In the event of late payment of an invoice that has been issued, the Establishment may refuse to provide services until payment is received. Late payment fees: CHF 20 per reminder. The Establishment may assign claims to a debt collection agency. After a written grace period, the Establishment is entitled to withdraw from the contract; the financial consequences are determined in accordance with the cancellation provisions; the right to claim damages is reserved.

9 Termination by the Establishment

The Establishment is entitled at any time, for objectively justified reasons, to terminate the contract with immediate effect, in particular if:

- a due advance payment or security deposit is not made despite a grace period;
- force majeure or other circumstances beyond the Establishment's control objectively prevent the fulfilment of the contract;
- the booking or use is made based on misleading or false information (e.g., regarding the Guest's identity or the purpose of the stay);
- the Establishment has reasonable grounds to believe that the use of the service may impair the smooth operation of the business, the safety of other guests, or the reputation of the Establishment;
- the Guest becomes insolvent (e.g., bankruptcy, unsuccessful garnishment) or payments are suspended;
- the purpose of the stay is unlawful.

In the event of a justified cancellation, the Establishment shall refund Guest any payments already made; no further claims (in particular for damages) shall exist. There is no general right of cancellation without cause (e.g., within a specific period prior to arrival).

10 Liability

10.1 General

To the extent permitted by law, the Establishment shall not be liable for indirect damages, consequential damages, or lost profits. For third-party services that the Establishment arranges at the Guest's request or procures on the Guest's behalf, the Establishment shall be liable only in cases of wilful misconduct or gross negligence in connection with the selection and instruction of third parties/external consultants.

Guests use the sports facilities at their own risk.

10.2 Personal Belongings

The Establishment recommends that guests keep cash and valuables in the in-room safe. The Establishment's liability for items brought in by overnight guests and their companions is governed by statutory provisions on a no-fault basis, up to CHF 1,000. For additional protection, valuables, cash, and securities should be given to the hotel reception for safekeeping between 7 a.m. and 11 p.m. (at other times upon request).

In the event rooms, on the Establishment premises, in sports facilities, and in unattended, publicly accessible cloakrooms, the Establishment assumes no surveillance or safekeeping obligation; liability is excluded to the extent permitted by law for the Guest's belongings. Insurance for personal belongings is the responsibility of the Guest.

11 Data Protection

The Guest authorizes the establishment to process the Guest's personal data and that of accompanying persons for the purpose of entering into and fulfilling the accommodation contract, as well as for billing and fraud prevention. To the extent necessary for these purposes, data may be disclosed to the following categories of recipients: payment service providers/acquirers, debt collection service providers, contracted IT/cloud service providers, as well as authorities in accordance with legal obligations (e.g., registration form). Further details regarding purposes, legal bases, recipients, any disclosures abroad, retention, and the rights of data subjects (including access, rectification, and deletion) can be found in the Privacy Policy of the Establishment (<https://www.krafftgruppe.ch/de/impressum/>).

12 Form Requirement

Where these Terms and Conditions require the written form, the text form (email) shall be sufficient.

13 Severability Clause

Should any provision of these General Terms and Conditions or the Individual Agreement be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision shall be deemed agreed upon that most closely approximates the commercial purpose of the provision to be replaced. The same applies in the event of omissions in the provisions.

14 Governing Law and Jurisdiction

Swiss law shall apply exclusively to the exclusion of agreements (CISG) and conflict-of-laws rules. Basel-City is the exclusive place of jurisdiction; the Establishment shall also be entitled to bring an action before the courts at the Guest's place of business or residence.

15 Changes to the Terms and Conditions

The Establishment may amend these Terms and Conditions at any time after the contract is concluded. The version valid at the time of conclusion of the contract and published on the website shall apply.