

General Terms and Conditions (Jan./2017)  
for the brand:  
**ehc – eco hotels certified**

1) General

ehc - eco hotels certified is the certification of sustainability of tourism companies, hotel groups, co-operation and destinations. ehc – eco hotels certified is a certifier in sustainable tourism. ehc - eco hotels certified is operated by SCHMID & morgen GmbH. Further sectors and objects are planned to be certified in the future. The service of ehc - eco hotels certified goes up to the compensation. ehc - eco hotels certified communicates with the customer only for individual companies; In all other cases it is envisaged that a contact person will be appointed, who will clarify and centralize information and financial processing. For co-operations, we offer you to create your own benchmark and, in this process, to determine how many members have to successfully complete the certification so that the grouping is certified as successful. With the conclusion of a contract for certification by ehc, the data protection guidelines of ehc are approved; Further statutory provisions apply.

2) Services provided by ehc - eco hotels certified

The service includes the certification according to the definition of tasks and responsibilities, deadlines and supplementary regulations in the related contract. Services are subject to the validity of the certification.

There are two Types of Benefits in the Contract:

- (A) achievements accessible independently of the success of the certification; and
- (B) (B) dependent services which are only available after successful certification.

2a) independent services

- Computer usage
- Coordinate the entry period and other deadlines
- Supported mail during the input period

2b) dependent services

- Award presentation and presentation of results, if anchored in the contract
- Logon usage

3) Time Limits

All dates and deadlines are regulated in the respective contract. If no corresponding provision is found in the contract, legal regulations apply.

4) Costs

The costs are to be clarified in the respective contract. The payment modalities are also clarified. If no corresponding regulation is found in the contract, amounts of up to

€ 15,000, - once a year at the end of the first quarter, and all sums above or equal to € 15,000, will be charged quarterly in four equal installments. The usual dunning charges and interest will be charged. The debtor has to pay for this. The costs of the certification are also to be borne in case of unsuccessful certification.

If the logo is used in spite of unsuccessful or non-valid certification, a fee of € 20,000.00 per calendar year will be charged for individual companies irrespective of the duration of the use of the logo and for groups, associations and hotel co-operations, a fee of € 35,000, - per year, also independent of the intended use and intensity.

5) Minimum Criteria

All minimum criteria must be fulfilled.

- 100% green electricity from renewable energies
- 100% recycled paper or paper from sustainable forestry
- CO2 emissions less than 40 kg per night / guest (otherwise: ehc in the conversion for the remaining duration of the calendar year of the certificate)

6) The Validity of Certification

The validity of the certification is to be clarified by contract, but it can be no less than one year and not longer than two and a half years.

The certification can be withdrawn from violations of ethical, moral principles and other serious causes. This is done by means of written information and with an opposition period of 14 days and a valid validity in three months.

7) Reservation of Change

These General Terms and Conditions of Business of the agency SCHMID & morgen GmbH apply. The Agency is authorized to amend these Terms and Conditions. The agency will inform you about changes to the terms and conditions. Contradiction is possible in writing within 30 business days from information. The last agreed terms remain valid for this customer until the next change.

8) Jurisdiction and other

The court of jurisdiction is Innsbruck. Despite all due diligence, we assume no responsibility for technical defects and possible typographical errors. In principle, no rights to the ehc - eco hotels certified brand can be transferred to third parties. All changes must be made in writing.