

Kuffler CC Gastro GmbH General Terms and Conditions

§ 1 Scope

1. Our contractual partners are hereinafter called customers. Kuffler CC Gastro GmbH are hereinafter called Kuffler CC.
2. These terms and conditions apply exclusively to all deliveries and services provided by Kuffler CC.
3. These general terms and conditions apply to all commercial business including future transactions even if Kuffler CC do not or do not specifically refer to these terms and conditions again.
4. The use of terms and conditions other than these Kuffler CC terms and conditions is herewith expressly rejected. The deviating terms and conditions are also not recognised if Kuffler CC does not expressly reject them upon receipt.
5. The customer recognises the terms and conditions when the order is placed with Kuffler CC, however when the Kuffler CC deliveries and/or services are accepted at the latest.

§ 2 Offers, Concluding the Contract and Changes to the Contract

1. Verbal offers or offers made by telephone for Kuffler CC deliveries and services are only valid if they are confirmed by Kuffler CC in writing without delay. Reservations for rooms for events are also only binding after written confirmation by Kuffler CC.
2. Offers made by Kuffler CC become invalid if written acceptance is not received within a period of ten working days after the customer receives the offer.
3. If customers order Kuffler CC services and repeat the order at a later point in time (in the case of orders made by telephone or e-mail), they are obliged to refer expressly to their initial contact. Otherwise, Kuffler CC shall process each order separately and treat it as an independent order in the event of a cancellation.
4. Deviations from the Kuffler CC offer require written confirmation by Kuffler CC. This also applies to a possible waiver of the written form requirement.
5. Changes to the contract also require written confirmation by Kuffler CC.

§ 3 Prices and Terms of Payment

1. All prices are in euro without explicit designation and include the relevant applicable valid added tax.
2. Kuffler CC invoices are due without deduction immediately upon receipt.
3. Payments made are considered received by Kuffler CC after they are credited to one of the Kuffler CC accounts, meaning that Kuffler CC accept cheques, drafts and

bills of acceptance for processing purposes only. Charges of any kind incurred, in particular for payments or transfers from abroad, of whatever type, are at the expense of the payer. Furthermore, Kuffler CC provide no guarantee for the timely presentation, protestation or timely return of checks, drafts and bills of acceptance.

4. If the customer defaults on the payment of a Kuffler CC invoice, Kuffler CC is entitled to demand default interest of 5 percentage points above the respective base interest rate of the European Central Bank for consumers pursuant to § 13 BGB (Bürgerliches Gesetzbuch – German Civil Code) or of 8 percentage points above the respective base interest rate of the European Bank in all other cases. This does not affect the assertion of further default damage claims.

5. Kuffler CC is entitled to request **80% of the order value** for all orders, reservations or event bookings at the time of concluding the contract as a deposit. The order value at the time of concluding the contract is calculated based on the total expected revenue. The deposits shall be paid in cash or by transfer to the respective given Kuffler CC account and become due six weeks before the agreed event date. The remaining amount is charged in a final invoice after execution of the respective event. The open amount in the final invoice becomes due within 10 working days of receipt.

6. If the customer defaults on paying deposits, Kuffler CC is entitled to withhold or stop all preparatory services in particular, or to withdraw from the contract until payment is received.

7. Insofar as circumstances arise, in particular the initiation of enforcement measures, that place the solvency of the Kuffler CC customers in doubt, Kuffler CC can demand deposits amounting up to the full order value or withdraw from the contract. Insofar as Kuffler CC withdraw from the contract in such a case, they are entitled to demand an additional 25% of the gross order value as a lump sum for damages. This does not affect the assertion of further damage claims.

§ 4 Offsetting

1. Offsetting against Kuffler CC payment claims is only possible with undisputed or legally binding counterclaims.

2. The customers of Kuffler CC are not entitled to assert a right of retention on objects that are lent, rented or provided by Kuffler CC in any other way.

§ 5 Delivery Time and Service Time

1. Binding delivery dates and times shall be in writing.

2. The punctual delivery and provision of services by Kuffler CC requires compliance with a possible agreed schedule on the part of the customer and, where applicable, on the part of third parties involved in an event, as well as unaltered, in particular technical and general organizational conditions. Disruptions that are not the fault of Kuffler CC and those attributable to force majeure (in particular strike, lock-out, natural disasters, acts of violence or attacks) release Kuffler CC from observing binding agreed dates and times for as long as the disruption and holdup lasts. Non-compliance on the part of Kuffler CC with delivery times or delivery periods caused

by this only entitle the customer of Kuffler CC to withdraw from the contract under the conditions set down in § 313 Abs. 3 BGB. Further claims by the Kuffler CC customers do not exist in these cases.

3. Claims for the unpunctual provision of services by Kuffler CC or for late deliveries are limited to 5% of the net order value unless the unpunctuality on the part of Kuffler CC is caused by intent or gross negligence, or renders the Kuffler CC service worthless for the customers. In such cases, the obligation of Kuffler CC to compensate damages is limited to damages identifiable at the time of concluding the contract unless Kuffler CC were informed of the risk of unusually high default damages in time in writing. The obligation to compensate damages for Kuffler CC is limited to the order value in this case.

4. Furthermore, Kuffler CC is only in default with their services if they were granted a reasonable period of grace to provide the delivery or service after the due date and Kuffler CC was responsible for allowing the period of grace to elapse.

§ 6 Customer's Obligation to Accept

When preparing food and beverages, deliveries and/or services provided by Kuffler CC can often only be accepted and approved at short notice. The customers are thus obliged to accept and approve the goods and services that meet the time and quality standards provided by Kuffler CC. If this is not possible or not possible in time or if the customer refuses to accept or approve for reasons that are not attributable to Kuffler CC, or without giving reasons, the risk of the potential deterioration of our delivery or service at the time of preparing the goods and services is transferred to the customer. In this case, Kuffler CC are released from our respective service obligations.

§ 7 Partial Deliveries

Kuffler CC are entitled to make partial deliveries insofar as this is not precluded by the nature of the services to be provided by Kuffler CC.

§ 8 Condition of Goods

1. If the Kuffler CC offer information deviates from the general product descriptions, the samples or presentations, the information and descriptions in the Kuffler CC offer shall be binding only.

2. Variations in the size, appearance, weight, consistency, taste, smell and other properties are unavoidable with the food processed by Kuffler CC. Kuffler CC only assumes liability for the specific quality and condition of Kuffler CC deliveries and services if this quality and/or condition information has been labelled as legally binding quality/condition information by Kuffler CC in advance and has been expressly recognised as such.

3. Kuffler CC are allowed to pass on without restriction changes to the Kuffler CC products and services caused by external factors that cannot be influenced by them (in particular environmental influences, technical conditions on site) to the customers without the customers being able to assert any claims against us.

§ 9 Warranty

1. Kuffler CC provide a guarantee for the contractual provision of services within the framework of legal regulations.
2. If the Kuffler CC deliveries and/or services are defective, the identified deficiencies shall be documented as part of business dealings in a written complaint without delay. Otherwise, the Kuffler CC service shall be deemed as provided pursuant to the contract. If an immediate written complaint is not possible considering the circumstances or only with an unreasonable amount of effort, it shall be submitted as soon as the respective obstacle to written notification has been removed.
3. Deficiencies in the Kuffler CC services only entitle the customers to fully withdraw from the contract if the remaining part of the Kuffler CC services is of no interest to them.

§ 10 Cancellations

1. The customers can cancel deliveries or services or the reservation of rooms for events agreed with Kuffler CC free of charge up to three months before the agreed time of the delivery or service or the event.
2. If an event cannot be held in the Kuffler CC rooms for reasons for which Kuffler CC is not responsible, Kuffler CC reserve the right to assert the following claims in accordance with the time when the cancellation is received:
 - Cancellation between 90 and 30 days before the event date: payment of the agreed room rent insofar as Kuffler CC is unable to make another rental.
 - Cancellation between 30 and 15 days before the event date: payment of the agreed room rent in any case.
 - Cancellation between 15 and 3 days before the event date: payment of the agreed room rent plus 33% of the lost food sales according to the contractual agreement.
 - Up to 3 days before the event begins: payment of the agreed room rent plus 66% of the lost food sales according to the contractual agreement.
 - Less than 3 days before the event begins: payment of the agreed price in full.
3. In the event of a reduction in the number of participants regardless of whether the event is held on Kuffler CC premises or run externally, Kuffler CC shall uphold their claim for payment for the deliveries and services according to the time when the cancellation is received as follows:
 - Reduction in the number of participants up to 10 days before the agreed time of delivery and provision of services by Kuffler CC: the customer shall only pay for the reduced number of participants.
 - Reduction in the number of participants between 10 and 3 days before the agreed time of delivery and provision of services by Kuffler CC: the customer shall pay the amount for the reduced number of participants plus 50% of the amount due for the participants who do not show.
 - Reduction in the number of participants less than 3 days before the agreed time of delivery and provision of services by Kuffler CC: the customer shall pay the agreed amount in full.

4. If the number of participants at an event that takes place on Kuffler CC premises is reduced, Kuffler CC is entitled to allocate a room to the remaining participants that is commensurate with their number.

5. If the number of participants increases regardless of whether an event is held on Kuffler CC premises, the increased number of participants shall be used as the basis for invoicing. Increases in the number of participants that exceed 5% shall be agreed with Kuffler CC in advance.

§ 11 Liability to the Customer

1. Kuffler CC compensate damages for loss of life and bodily injury or damage to health for all types of culpability and for breach of fundamental contractual obligations in the event of intent and gross negligence.

2. The amount of damages to be compensated by Kuffler CC is limited to those damages identifiable to them at the time of concluding the respective contract with the exception of loss of life and bodily injury or damage to health unless the customer explicitly notified Kuffler CC of the risk of specific significant damages in writing. In this case, the Kuffler CC obligation to compensate damages is limited to the amount of the order value.

3. If the customer is insured against the damages incurred, the Kuffler CC compensation is limited to the damages not covered by the insurance (higher insurance premiums or the like).

4. Furthermore, Kuffler CC compensate personal or material damages within the framework of and at the conditions of the company liability insurance. Kuffler CC shall provide a relevant certificate of insurance to their customers if desired. Claims for lack of insurance cover shall not be applicable without the timely request for such confirmation of insurance.

5. Kuffler CC does not compensate lost profit or intangible loss.

6. Insofar as the Kuffler CC liability is limited or excluded, this also applies to the employees, representatives and agents of Kuffler CC.

§ 12 Liability for Third Party Services

1. Insofar as Kuffler CC set up contact to third party services (temporary placement agencies, artists) or procure these when requested to do so by the customers, they are acting by order and for account of the customer. Kuffler CC takes great care to carefully select these third parties. However, Kuffler CC is not obliged to inspect their deliveries or services in the interest of the customers or to point out real or legal deficiencies of the third party service.

2. Claims against Kuffler CC arising from a deficient third party service on whatever legal grounds are excluded.

§ 13 Right of Withdrawal

1. Kuffler is entitled to withdraw from the contract in particular if

- force majeure or other circumstances for which Kuffler CC is not responsible make it impossible to fulfil the contract,
- events are booked using misleading or false information regarding basic facts on the identity of the customer/participants at the event or the purpose of the event,
- the rented rooms, areas or showcases are sublet or rented to others, as well as invitations to interviews, sales or similar events are issued without prior written agreement by Kuffler CC,
- food and beverages brought by the customer are consumed on the Kuffler CC premises,
- Kuffler CC have good reason to assume that the event can place smooth operations, safety or our public appearance at risk
- the rooms are legitimately used – on the basis of relevant contractual agreements with Kuffler CC – by certain event organisers, especially UEFA or FIFA, at times that partially or completely collide with the planned use by the customer.

2. As soon as Kuffler CC becomes aware of the conditions for withdrawing from the contract, they shall immediately inform the customer whether they shall exercise their right of withdrawal.

3. The customer has no claim for the compensation of damages in the event that Kuffler CC legitimately withdraw from the contract.

§ 14 Obligations of the Customer When Using Our Rooms

1. The customer shall treat rooms provided by Kuffler CC for the purpose of an event with care.

2. The customer bears sole responsibility for the use of additional technical or mechanical equipment as well as other event material that shall be agreed with Kuffler CC in advance. The customer shall protect guests of the event against any danger and ensure the orderly use of such equipment.

3. Brought in decoration material shall comply with the legal fire safety requirements. Kuffler CC is entitled to require official proof of this. The assembly and affixing of objects shall be agreed with Kuffler CC in advance due to the possibility of damage to the Kuffler CC building and/or furniture and equipment. Kuffler CC can forbid the customer from bringing decoration or event material of any kind if these, according to factual evaluation, do not comply with the legal and official regulations for the use of the Kuffler CC rooms, or if they contradict the contractual regulations with the landlords or renters. The customer is unable to assert any claims from this ban.

4. The brought in exhibition objects or other objects shall be removed immediately after the end of the event. Should the customer fail to do this, Kuffler CC can remove and store the objects at the customer's expense.

5. Insofar as nothing to the contrary was explicitly agreed with Kuffler CC in writing, the customer alone is obliged to observe the mandatory rights of third parties (in particular copyrights) and, if required, to collect all of the necessary third party declarations (in particular GEMA) and/or all of the required official permits,

permissions, licenses or other forms of approval, and present these to Kuffler CC of their own accord in time, however ten working days before an event at the latest.

6. If the necessary third party declarations or official permissions or permits as per the above paragraph are not presented, not presented in full or not presented in time, Kuffler CC is entitled to cancel the availability of the rooms for the event. This does not affect the obligation of the customer to pay the agreed amount.

7. The customer shall release Kuffler CC from any liability arising from claims asserted against Kuffler CC by third parties or government agencies due to missing necessary third party declarations or official permissions or permits.

8. The occasional or only partial use of the rooms provided by Kuffler CC for commercial purposes including sales promotion, sales or the advertising of goods and/or services as well as the affixing of any kind of advertising or reference material requires written approval by Kuffler CC.

9. Music may be played at events until 1.00 as a general rule. Thereafter, room noise level shall not be exceeded. The event itself shall end at 3.00.

§ 15 Liability of the Customer at Events

1. The customer is liable for any damage or inappropriate treatment of the property of Kuffler CC or the rooms provided by Kuffler CC to them regardless of whether the customer or third parties at the event are responsible for the damage or treatment.

2. Furthermore, the customer is liable for any damages incurred by third parties from the event in the rooms provided insofar as Kuffler CC is not responsible for the damage. The customer releases Kuffler CC irrevocably from all claims that third parties can assert against them arising from such damages.

§ 16 Data Processing and Data Protection

The electronic processing of customer data is indispensable for the orderly organisation of business and provision of services in accordance with the contract. The customer expressly consents to this processing of their data.

§ 17 Applicable Law and Place of Jurisdiction

1. German substantive law excluding the regulations of German private international law applies to these terms and conditions and all of the legal relations between the customer and Kuffler CC.

2. The place of jurisdiction for all disputes arising from or in connection with the Kuffler CC deliveries and/or services is Wiesbaden in all commercial dealings.

3. Should one provision of these terms and conditions be or become ineffective, the validity of the other provisions of the terms and conditions shall not be affected.

4. Kuffler CC does not participate in mediation procedures before a consumer arbitration board. There is no obligation for Kuffler CC to participate in such a procedure.