

**General terms and conditions for banquets in
*Restaurant Haxnbauer in the Scholastikahaus, Sparkassenstraße 6, 80331 Munich***

I. scope

These terms and conditions shall apply to all contracts for banquet orders as well as all other deliveries and services provided in this connection to the customer in the premises of "Gastronomy- und Handelsgesellschaft mbH & Co.BetriebsKG" or Roland Kuffler GmbH or other legal personality (= contractor). This includes, in particular, contracts and contract components, which include the provision of conference, banquet, and event space for the contractor to the client. General terms and conditions of business of the customer are only applicable if this has been expressly agreed in writing.

II. Conclusion of contract and partners / Advance payment of the

- 1. The contract is concluded by acceptance of the customer's (= client) request by the contractor. Only these contracting entities and contractors are contracting parties. If the intermediary, ordering party or organizer of the event, which occurs against the contractor, is not the client itself, but an authorized representative or commissioner, the contractor must make this clear to the contractor in a clear form before the contract is concluded. Contracting parties, intermediaries authorized or commissioned by the latter, purchaser or organizer of the event expressly insure not to act on behalf of a third natural or legal person not notified to the Contractor. In addition, the customer must inform the Contractor of the purpose of the event.**
- 2. The client, any intermediaries, contractors or organizers authorized or commissioned by him, are expressly prohibited from granting third parties, natural or legal persons not notified to the contractor, the premises left to the contractor for the performance of the event. Any sub-letting is expressly not permitted.**
- 3. The client and any intermediaries, purchasers or organizers authorized or commissioned by him shall be aware that the use of the rooms is not entitled to hold meetings or events on which right-wing extremes, racist, anti-Semitic or violence-promoting content are presented. The contracting entity and any representatives or representatives shall ensure that the meetings held by him / her / they do not have such contents and undertake to exclude from the event participants who distribute such content.**

I. Services, prices, (advance) payment

1. The scope of services specified by the customer shall be deemed to be binding with respect to the food and drink sequence, the number of persons, the wish for the decoration, as well as the beginning and end of the event with the signature of the client.

2. In the event that parts of the menu have to be replaced by other equivalent food or drinks for reasons which are not the responsibility of the Contractor, his legal representatives and vicarious agents, the Contractor shall be entitled to make a change in the menu composition. In this case, the Contractor undertakes to ensure that the replacement product comes as close as possible to the nature of the replaced product. If the necessary replacement procurement for the use of the goods requires an increase in costs of more than 5%, the Contractor shall bear the costs of 5% exceeding the cost.

3. The scope of services specified by the customer and confirmed by signature serves as the calculation basis. Any services ordered or used by the customer shall be invoiced according to the actual extent.

4. With condition of the contract, the client has to pay to the Contractor in full the agreed minimum rent for a booked room or table with the Contractor as prepayment. The minimum rent is generally in the sales guarantee specifically agreed in the order for the respectively booked room or tables. In addition, or in the event that a minimum rent is not agreed for the respective room or table, the client shall provide a credit card guarantee to the Contractor in full amount of the agreed menu price. In the case of payment instructions, the client must state the date and name of the event.

5. In factually justified cases, e.g. The customer is entitled to demand a further advance payment or a credit card guarantee up to the full amount of the order price resulting from the purchase order.

6. In addition, advance payments and payment terms other than the previous regulations may be agreed in writing between the customer and the contractor.

7. The final invoice is due for payment at the end of the event. In exceptional cases, this shall only apply if this has been agreed in writing between the contracting parties before the performance of the event.

I. Rescission of the Contractor (1) If, according to III. No 4-advance payment to be made by the customer on the menu price is not made at the latest 14 days after the conclusion of the contract of the event, the Contractor is entitled to withdraw from the contract.

2. In addition, the Contractor is entitled, upon the occurrence of a materially justified reason, to terminate the contract exceptionally, in particular if - premises are booked by the client or any intermediary, purchaser or organizer authorized or commissioned by him or her, culpably under misleading or false indication or concealment of essential facts; In particular, the identity of the beneficiary, the solvency of the client or the purpose of the event are considered as essential facts; - Force majeure or other circumstances beyond the control of the contractor make the fulfillment of the contract impossible; - the event or purpose is illegal; - the Contractor has reason to believe that the event may jeopardize the smooth operation, security or reputation of the Contractor or its operations;

3. The entitled rescission of the Contractor shall not constitute a claim for damages on the part of the Customer.

I. Cancellation of the Client / Cancellation Conditions

1. The customer is only entitled to withdraw from the contract with the client if the parties have expressly agreed to a right of rescission, if there is a legal reason for rescission, or if the contractor expressly agrees to cancel the contract.

2. In the event of a withdrawal of the customer, the following cancellation conditions apply.

A) Up to one month before the event the cancellation is possible free of charge.

B) In case of withdrawal of the client between 30 and 20 days before the start of the event, the client is entitled to demand the respectively agreed space rental or the agreed warranty conversion. If a room rental or a guarantee turnover is not agreed, the client is entitled to charge 30% of the agreed menu price for the agreed number of persons.

C) In case of withdrawal of the client between 19 and 6 days before the start of the event, the client is entitled to demand the respectively agreed space rental or the agreed warranty conversion. If a room rental or a guarantee turnover has not been agreed, the client is entitled to charge 50% of the agreed menu price for the agreed number of persons.

D) In case of withdrawal of the client less than 5 days before the start of the event, the client is entitled to demand the respectively agreed space rental or the agreed warranty conversion. If a room rental or a guarantee turnover is not agreed, the client is entitled to charge 70% of the agreed menu price for the agreed number of persons.

3. In addition, the Customer shall bear all third party services (for example, tape, decoration, etc.), ordered by him, in the event of his rescission, in so far as these can no longer be canceled.

4. The client is expressly permitted to prove that the contractor has suffered no or less damage.

I. Bringing food, drinks, decorative materials and other items

1. It is expressly forbidden for the customer to bring food, beverages and own decorations to the event. Exceptions require an express written agreement with the Contractor.

2. If objects and objects of any kind are brought into the premises of the Contractor, this shall be done exclusively at the Customer's own risk. The Contractor assumes no liability for loss, destruction or damage, even for property damage, except for gross negligence or intent on the part of the Contractor.

VII. Offsetting and Assignment

1. The client may only offset or reduce a right of retention with a non-disputable or legally binding claim against a claim of the Contractor.

2. The assignment or pledging of claims or rights to the client against the contractor is excluded. Anything else is valid only in the case of the express written consent of the Contractor.

VIII. Obligations, liability, damages, limitation

1. The client is obliged to notify the Contractor in writing of fluctuations of more than 5% in the number of guests to be entertained no later than 5 working days before the start of the event.

**3. In the case of a substantial reduction of the actual number of persons of more than 10%, the contractor has the right to change the premises or tables confirmed on the basis of the number of persons ordered, adapting the deviating room rent or the possibly deviating minimum turnover
And to place the guests according to their actual number in a different way.**

3. The client is obliged to pay the prices agreed upon for ordered and other services used, or in the company of the contractor. This shall also apply to services rendered by the client and any expenses incurred by the Contractor, his legal representatives and vicarious agents to third parties, in particular also to claims by copyright law firms.

4. The Contractor shall be liable with due diligence for his obligations under this Agreement. Claims for damages by the customer are excluded. Except for damage caused by injury to life, body or health, if the Contractor is responsible for the breach of duty, other damages resulting from an intentional or grossly negligent breach of duty on the part of the Contractor and damages resulting from an intentional or negligent violation of Contractual obligations of the Contractor. A breach of duty by the Contractor shall be equivalent to that of a legal representative or vicarious agent. Regulations of the Product Liability Act (ProdHaftG) remain unaffected.

1. If the contracting entity is an entrepreneur, he is liable for the damages of the contractor to the building and the inventory, which are caused by participants or visitors, employees, other third parties from his area or himself.

2. All claims against the Contractor shall be subject to a limitation period of one year from the statutory start of limitation. Compensation claims become statute-barred after five years. The statutes of limitation shall not apply in the case of claims based on an intentional or grossly negligent breach of duty on the part of the Contractor, as well as in the event of claims for compensation for injury to life, body or health.

IX. Final provisions

1. Amendments or additions to the contract, the acceptance of the application or these general terms and conditions for events must be in writing.

2. The place of performance and payment shall be the place of business of the Contractor.

3. Exclusive court of jurisdiction, including for checks and bills of exchange, is the commercial seat of the Contractor in business transactions. If a contractual partner fulfills the requirements of § 38 para. 2 ZPO and does not have a general court jurisdiction within Germany, the place of jurisdiction is the company's legal domicile.

4. German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods and Collision Law is excluded.

5. Should a provision of these general terms and conditions be invalid or void, this shall not affect the validity of the remaining provisions.