

General Terms and Conditions of Business for Banquet Orders in  
Roland Kuffler GmbH / Seehaus im Englischen Garten, Kleinhesseloh 3, 80802 München

## **I. Scope of validity**

These terms and conditions of business apply to all contracts for banquet orders and all further deliveries and services rendered for the client in this connection in the companies of the Roland Kuffler GmbH, Residenzstraße 12, 80333 München (=contractor).

This shall also in particular include contracts and components of contracts containing provision of conference, banquet and event rooms by the contractor to the client. The client's General Terms and Conditions of Business shall only be applicable if this has expressly been agreed in writing.

## **II. Conclusion of contract and contracting parties**

1. The contract shall originate by acceptance of the client's offer by the contractor; only these parties, client and contractor, shall be contracting parties. If the mediator, orderer or organiser of the event negotiating with the contractor is not the client itself, but a person authorised or commissioned by the client, the latter shall disclose this to the contractor in an unambiguous form before conclusion of the contract. The client, mediators, orderers or organisers authorised or commissioned by the client expressly assure not acting by order of an outside natural or legal entity not notified to the contractor. In addition, the contractor is cogently to be informed about the purpose of the event by the client.
2. The client, all and any mediators, orderers or organisers authorised or commissioned by the latter are expressly forbidden from providing the premises provided for the holding of the event to natural or legal entities not notified to the contractor. All and any sub-leasing has been expressly forbidden.
3. The client and all and any mediators, orderers or organisers authorised or commissioned by the latter have knowledge of the fact that use of the rooms does not entitle to holding meetings or events at which extreme right, racist, anti-Semitic or violence-glorifying contents are shown, The client and all and any parties commissioned or authorised assure that the meetings held by him / her / it / them will not have any such contents and undertake to exclude participants propagating such contents from the event.
4. When the contract originates, the client shall pay 100% of the menu price resulting from the order to the contractor as an advance payment or in the form of a credit card guarantee. If the client does not have its corporate law registered office or place of residence in Germany, the contractor shall additionally be entitled to demand a further advance payment or credit card guarantee up to the complete agreed remuneration. In transfers, the client shall state the date and the name of the event.

5. In substantiated cases, e.g. arrears in payment by the client or extension of the scope of the contract, the contractor shall be entitled to demand a further advance payment or credit card guarantee up to the total amount of the menu price resulting from the order.

### **III. Services, prices, payment**

1. The scope of service stated by the client shall be deemed bindingly agreed with a view to the order of meals and drinks, number of persons, decoration wish as well as start and end of the event with the client's signature.
2. In the event of parts of the menu having to be replaced by equivalent meals or beverages for reasons for which the contractor, its legal representatives or vicarious agents are not answerable, the contractor shall be entitled to make a change to the composition of the menu. In such a case, the contractor undertakes to ensure that the replacement product comes as close as possible to the character of the replaced product. If the necessary replacement procurement results in an increase of costs of more than 5% in the use of goods, the part of the costs exceeding the 5% shall be borne by the contractor.
3. The scope of performance stated by the client and confirmed by its signature shall act as the foundation for calculation. Services additionally ordered or made use of by the client shall be charged in accordance with the actual scope.
4. The customer shall pay the respective rent individually agreed with the supplier in full for a reserved room or table as an advance payment to the supplier as soon as the contract comes into force. The minimum rent is usually in the specifically agreed sales guarantee in the order for the respective booked room or tables. Additionally and in the event that a minimum rent has not been agreed for the respective room or table, the customer shall provide a credit card guarantee in the full amount of the agreed menu price to the supplier. The customer shall enter the date and name of the event in the payment order/ instruction.
5. Where justified, e.g. default of payment on the part of the customer or extension of the scope of the contract, the supplier is entitled to request an additional advance payment or credit card guarantee up to the full amount of the menu price resulting from the order.
6. Furthermore, advance payments and payment deadlines deviating from the previous regulations can be agreed in text form between the customer and supplier.
7. The final invoice shall be due for payment at the end of the event. Something to the contrary shall only apply as an exception if this has been agreed between the contracting parties before the start of the event.

#### **IV. Withdrawal by the contractor**

- 1. The supplier shall be entitled to withdraw from the contract if the advance payment for the menu price pursuant to III. No. 4 is not paid by the customer 14 days after the event contract comes into effect at the latest.**
2. Further, the contractor shall be entitled to extraordinary withdrawal from the contract in the event of an objectively justified reason, in particular if
  - premises are culpably booked by the client or all and any mediators, orderers or organisers authorised or commissioned by it with a misleading or false statement or non-disclosure of essential facts; essential facts in this context shall in particular be considered the identity of the recipient of the service, the client's solvency or the purpose of the event;
  - force majeure or other circumstances for which the contractor is not answerable make performance of the contract impossible,
  - the occasion or purpose of the event is illicit;
  - the contractor has substantiated reason to assume that the event can jeopardise smooth business operations, the contractor's security or reputation or its operations in the public;
3. The contractor's justified withdrawal shall not substantiate any claim to damages for the client.

#### **V. Customer withdrawal/ Cancellation terms**

1. As a matter of principle, the customer is only entitled to withdraw from the contract with the supplier if the parties have expressly, contractually agreed a right of withdrawal, there are legal grounds for the withdrawal, or if the supplier expressly agrees to annulment of the contract.
2. The following cancellation terms shall apply in the event of withdrawal on the part of the customer.
  - a) Withdrawal is free up to one month before the event.
  - b) In case of withdrawal on the part of the customer between 30 and 20 days before the event begins, the supplier is entitled to demand the agreed space rent or agreed sales guarantee respectively. If space rent or a sales guarantee is not agreed, the customer is alternatively entitled to invoice 30 % of the agreed menu price for the agreed number of persons.
  - c) In case of withdrawal on the part of the customer between 19 and 6 days before the event begins, the supplier is entitled to demand the respectively agreed space rent or the agreed sales guarantee. If space rent or sales guarantee is not agreed, the customer is alternatively entitled to invoice 50 % of the agreed menu price for the agreed number of persons.

d) In case of withdrawal on the part of the customer less than 5 days before the event begins, the supplier is entitled to demand the respectively agreed space rent or agreed sales guarantee. If space rent or a sales guarantee is not agreed, the customer is alternatively entitled to invoice 70 % of the agreed menu price for the agreed number of persons.

3. Furthermore, the customer shall pay in full for third party services (e.g. band, decoration etc.) ordered by them in the event of withdrawal insofar as these cannot be cancelled.

4. The customer is expressly permitted to provide proof that the supplier has incurred no or minor damage.

## **VI. Bringing in meals, beverages, decoration material and other objects**

1. The client is expressly forbidden from bringing meals, beverages and its own decoration material to the event. Exceptions shall require an express written agreement with the contractor.

2. If things and objects of any kind are taken into the contractor's premises, this shall exclusively be done at the client's own risk. The contractor shall assume no liability for loss, destruction and damage, also not for economic damage, with the exception of the contractor's gross negligence or malice aforethought.

## **VII. Offset and assignment**

1. The client can only offset against a claim by the contractor or reduce the price or claim a right of retention, as the case may be, with an undisputed or legally effective claim.

2. Assignment or pledging of the claims or rights accruing to the client against the contractor has been ruled out. The contrary shall only apply in the event of express written consent by the contractor.

## **VIII. Duties, liability, damages, barring by limitation**

1. The customer is obliged to inform the supplier of fluctuations in excess of 5% in the number of guests to be catered for at the latest 5 working days before the event begins.

2. In the event of a substantial reduction in excess of 10 % in the actual number of persons ordered, the supplier shall have the right to change the confirmed rooms or tables based on the ordered number of persons by adjusting the possibly deviating space rent or possible deviating sales guarantee, and to place the guests in a location commensurate with their actual number.

3. The client shall be obliged to pay the prices agreed for ordered services and further services made use of or the prices valid in the contractor's company. This shall also apply to services arranged for by the client and all and any expenditure of the contractor, its legal representatives and vicarious agents to third parties, in particular and also for claims by copyright companies.
4. The contractor shall be liable for its duties from the present agreement with the due care of a prudent businessman. The client's claims to damages have been ruled out. An exception from this shall be damage from an injury to life, limb and health if the contractor is answerable for the breach of the duty, miscellaneous damage based on a deliberate or grossly negligent breach of duty by the contractor and damage based on a deliberate or grossly negligent breach of duties typical for the contract by the contractor. A breach of duty by the contractor shall be equivalent to one by a statutory representative or vicarious agent. Directives of the German Product Liability Act (ProdHaftG) shall remain unaffected.
5. If the client is an entrepreneur, it shall be liable for the contractor's damage to the building and inventory caused by the attendees or visitors to the event, employees, miscellaneous third parties from its area or by the client itself.
6. All claims against the contractor shall be barred as a matter of principle one year after the statutory start of barring. Compensation claims, to which attention is not drawn, lapse in five years. The shortened statutes of limitations do not apply to claims attributable to intentional or gross negligent breach of duty on the part of the supplier, as well as for claims for damages for injury to life, limb or health.

#### **IX. Final provisions**

1. Amendments or addenda to the contract, the acceptance of the contract or these General Terms and Conditions for Business for Events shall require written form.
2. Place of performance and payment shall be the contractor's registered office.
3. The exclusive place of jurisdiction - also for cheque or bill disputes - shall be the contractor's commercial law registered office in commercial dealings. If one contracting party fulfils the preconditions of § 38 subsection 2 German Code of Civil Proceedings and does not have a general place of jurisdiction within Germany, the contractor's commercial law registered office shall be deemed place of jurisdiction.
4. German law shall prevail. Application of UN purchase law and conflict of laws have been ruled out.
5. If a provision of these General Terms and Conditions for Business is ineffective or null and void, the effectivity of the remaining provisions shall not be affected.