1. SCOPE OF APPLICATION

1.1 All deliveries, services and offers of Abon Hotel Verwaltungs GmbH & Co. Betrieb KG under this agreement (hereafter "caterer") are executed exclusively on the basis of these General Terms and Conditions (hereafter "GTC"). These are an integral part of all contracts that the caterer concludes with its contractual partners (hereafter "customer") regarding the delivery of the goods or the supply of services. The customer shall comply with all further deliveries, services or offers to the customer, even if they are not separately agreed again.

1.2 Terms and conditions of the customer or third parties shall not apply, even if the caterer does not object thereto validly in the individual case. Even if the caterer refers to a letter which contains or refers to the terms and conditions of the customer or a third party, only the one which does not enter into agreement with the validity of those terms and conditions.

2. OFFER AND CONCLUSION OF CONTRACT

2.1 All offers of the caterer are subject to confirmation and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The caterer can therefore cancel the offer at any time without prior notice.

2.2 The legal relationship between caterer and customer shall be governed solely by the catering contract concluded in writing, including these GTC (hereafter also jointly referred to as "catering contract"). The latter shall be governed by the terms and conditions made or oral agreements of the parties to the contract are replaced by the written contract unless it is expressly stated in each case that they continue to be binding.

2.3 Supplements and amendments to the agreements made, including these GTC, must be made in writing in order to be effective. With the exception of managing directors or authorised signatories, the employees of the caterer are not entitled to make verbal approximations, unless they are expressly marked as binding or are supplemented by confirmation by the caterer. The latter shall be executed unbureaucratically if the customer asserts these immediately after discovery of the defects, as is reasonably for the customer.

2.4 Information provided by the caterer regarding the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances) as well as his representations, drawings, pictures, descriptions, and data contained within the contract are only approximate, in particular those regarding the usability for the contractually intended purpose presuppose exactly conformity. They are not guaranteed characteristics, but descriptions or markings of the delivery or service. Deviations due to customary tolerances and deviations due to legal requirements, typographical or other errors, represent improvements, as well as the replacement of components by equivalent components, which were agreed in the contract and are provided, that is to say, replace either the usual replacement components or the contractually intended purpose. In particular, weight specifications are to be regarded as guideline values from the caterer's recipes. The caterer works with fresh food by hand in the customary business process, which is not identical upwards or downwards. The caterer reserves the right of ownership or, if applicable, copyright to all offers and cost estimates prepared by him as well as drawings, illustrations, calculations, brochures, catalogues, photo and other documentation made available to the customer. The customer may not make these objects accessible to third parties, disclose them, use or reproduce them himself or have them copied by third parties without the express consent of the caterer.

3. PRICES AND PAYMENT

3.1 The prices shall apply to the scope of services and deliveries specified in the order confirmations. Additional or special services shall be invoiced separately. The prices are net prices inclusive of added value tax.

3.2 Insofar as the agreed prices are based on the caterer's list prices and the delivery or service is to take place more than six months after conclusion of the contract, the caterer's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).

3.3 Invoice amounts are to be paid within ten days without any deduction unless otherwise agreed in writing. The date of receipt by the caterer is decisive for the date of payment. Payment by cheque is excluded unless agreed separately in individual cases. If the customer does not pay by the due date, the outstanding amounts shall bear interest from the due date at 5 percentage points above the respective basic interest rate, the assertion of higher interest rates and further damages in the event of default shall remain unaffected.

3.4 Insofar as the caterer is not responsible for the performance of the services or delivery, such claims are only permissible if the counterclaims are undisputed or have been legally established or result from the same order under which the delivery in question took place.

3.5 The customer is entitled to a corresponding delivery service or to the conclusion of the contract or thereafter, taking into account the legal provisions. The amount of the advance payment and the payment dates can be agreed in the catering contract. Further agreements or conditions regarding the advance payment due to the customer shall only against advance payment or provision of security if, after conclusion of the contract, he becomes aware of circumstances which could significantly reduce the creditworthiness of the customer.

4. DELIVERY AND DELIVERY TIME

4.1 Deliveries shall be made at the place specified in the catering contract.

4.2 Deadlines and dates for deliveries and services promised by the caterer are always only approximate, unless a fixed date or deadline has been expressly agreed or expressly confirmed by the customer. The caterer is not liable for the impossibility of delivery or for delays in delivery if these are caused by force majeure or other events not foreseeable at the time the contract was concluded (e.g. the caterer is not responsible for any disruptions of operation of any kind, difficulties in procurement of raw materials, energy, transport delays, strikes, lawful lockouts at the manpower, energy or raw materials, difficulties in procuring necessary official approvals, official measures or the lack of, incorrect or untimely delivery by suppliers and subcontractors) or if the delivery or service cannot be made for the reasons specified above only against advance payment or provision of security if, after conclusion of the contract, he becomes aware of circumstances which could significantly reduce the creditworthiness of the customer. The customer and the caterer in the individual case. This does not apply if the defects of the caterer's due to defects shall remain unaffected if the customer is entitled to make claim for damages under all conditions of the Civil Code (BGB). Error and unreasonably delayed by the caterer, if there are reasonable doubts as to the prospects of success or if for other reasons the customer cannot reasonably be expected to conduct the claim.

4.3 The customer's rights due to defects are excluded if the customer makes or has made changes to the rental object without the consent of the caterer, unless the customer proves that the changes have not affected the value of the object in the sense of the Civil Code (BGB) for defects which already existed at the time of the conclusion of the contract. Moreover, the caterer can change the price information on the delivery or service or offer due to changes in the cost structure, which in each case become statute-barred according to the statutory provisions.

6. WARRANTY, MATERIAL DEFECTS WITH REGARD TO THE GOODS

6.1 Defects detected by the customer must be reported immediately in writing. Otherwise the performance shall be deemed to be in accordance with the contract. In the case of perishable goods, the caterer will only be able to process complaints quickly and unbureaucratically if the customer asserts these immediately after discovery of the defects, as is reasonably for the customer.

6.2 In the case of wines, natural precipitates such as crystals, tartrate or deposit do not represent deviations from the contractually agreed scope of services and thus no defects. The right is reserved to change vintage information on the delivery or service. The customer shall inform the caterer about this.

6.3 The warranty period is one year from delivery of the goods. This period does not apply to claims for damages of the customer from injury to life, body or health or from intentional or grossly negligent breaches of duty by the caterer or his vicarious agents, which in each case become statute-barred according to the statutory provisions.

7. RESCISSION BY THE CUSTOMER, CANCELLATION CONDITIONS

7.1 A withdrawal of the contract can be made in writing at any time by the customer with the caterer only is possible if a right of withdrawal has been expressly agreed in the catering contract, if another statutory right of withdrawal exists or if the caterer expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal is made orally or in writing and the withdrawal of the contract shall be made in text form in each case.

7.2 If a date for free withdrawal from the catering contract has been agreed between the caterer and the customer, the customer can cancel the contract until then without triggering any claims for payment or damages on the part of the caterer. The customer's right of withdrawal expires if he does not exercise his right of withdrawal against the caterer by the agreed date.

7.3 If a right of rescission has not been agreed or has already expired, there is also no statutory right of rescission or termination of the caterer. The contract can only have legal effect if the caterer expressly agrees to the cancellation of the contract, the caterer shall retain the right to the agreed remuneration despite non-use of the service. The caterer has to credit the income from other utilization of the personnel, the
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8. RESIGNATION OF THE CATERER

8.1. If it has been agreed that the caterer can withdraw from the contract free of charge within a certain period, the caterer is entitled to withdraw from the contract during this period. This shall only apply in the event that there are inquiries from other customers and the customer does not waive his right to rescind the contract at the request of the caterer within a reasonable period of time.

8.2. If an agreed or requested advance payment or security is not made even after a reasonable grace period set by the caterer has expired, the caterer is also entitled to withdraw from the contract.

8.3. Furthermore, the caterer is entitled to extraordinarily withdraw from the contract for objectively justified reasons, in particular if:

• force majeure or other circumstances for which the caterer is not responsible make the fulfillment of the contract impossible;

• Events are culpably booked with misleading or false information or concealment of essential facts; the identity of the customer, the solvency or the purpose of the stay can be essential;

• the caterer has good reason to believe that the event may endanger the smooth running of the business, the safety or the reputation of the caterer in public, without this being attributable to the caterer’s sphere of control or organisation;

• the purpose or cause of the event is unlawful.

8.4. The justified withdrawal of the caterer does not constitute a claim for damages on the part of the customer.

9. VENUE

9.1. Delivery shall be made to the postal address specified by the customer in the order. The customer shall provide the caterer with suitable space for the performance of the catering. All permits required by the customer for the use of the ordered goods and equipment are to be obtained by the customer independently and at his own expense (e.g. restaurant licence, GEMA, fire protection regulations, etc.), unless expressly agreed otherwise. The customer shall ensure compliance with all building law, building safety law, safety law and event law regulations. The customer shall arrange for any necessary acceptances. The costs of permits and acceptance shall be borne by the customer.

9.2. The caterer reserves the right to change the catering services, regardless of the legal basis, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, shall be limited in accordance with this section 10 to the extent that this depends on fault.

10. LIABILITY FOR DAMAGES FOR CULPA IN CONTRAHENDO

10.1. The caterer’s liability for damages, regardless of the legal basis, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties