

GENERAL TERMS AND CONDITIONS OF THE COMPANY OPTIMAHL CATERING GMBH

1. Services and delivery

Our services are subject to confirmation and non-binding. We render all contributions and services after an order has been placed and confirmed within the agreed scope. We accept orders in writing, via fax or via email. We send a required order confirmation in all cases. A personal order can certainly take place in our business premises, after making an appointment. Please negotiate appropriate lead and delivery times for deliveries and services with us.

After a customer has placed a written order and we have replied with the relevant order confirmation, the contract is deemed as concluded. Verbal agreements are considered non-binding for us, until a written confirmation is sent.

The goods necessary for the execution of the event, such as serving platters, bowls, cutlery, glasses, table linen, serviettes, other gastronomic materials, decorations and furniture are provided via the customer by the supplier. All items remain the property of the company Optimahl Catering GmbH.

If the order is to be delivered by us to a different location than the one planned for the delivery and services (on demand of the customer), the customer carries the shipment risk until the items are delivered.

2. Reservation and leasing of enclosed and open spaces

If the customer should require it, the supplier must provide suitable premises and infrastructure for the agreed contractual duration in exchange for the relevant agreed remuneration, according to clause 1 and due to the given requirements.

In the event of full or partial cancellation of the order for any reason, the supplier must cover the possible costs incurred.

Insofar as the supplier is only acting as a mediator, the conditions and other detailed provisions of the organiser or lessor of the venues (enclosed and open spaces) come into effect for the customer alongside the terms and conditions, and are deemed as agreed. Optimahl Catering GmbH is not responsible for rented services of third parties, or for the behaviour of other contractual partners involved. The supplier's liability is not valid.

3. Event personnel

The event personnel (such as waiters, chefs, assistants etc.) and the number of personnel are recommended according to the stipulations and experience of the supplier. The working hours depend on the type of event organised by the supplier.

A customer's wish to reduce the number of personnel recommended by the supplier can only take place after an agreement with a representative of the supplier. Any complaints regarding the service by the customer are not valid in this case.

Optimahl Catering GmbH

Ein Unternehmen der Optimahl Gruppe · Groß-Berliner Damm 82A · 12487 Berlin
Tel. 030-755 419 755 · Fax 030-755 419 770 · info@optimahl.de · www.optimahl.de

Bankverbindung: Berliner Sparkasse · IBAN DE 82 1005 0000 0190 1779 42 · SWIFT (BIC) BELA DE BE XXX
Geschäftsführer: M. Mann · Handelsregister-Nr.: 52301B · Amtsgericht Berlin-Charlottenburg
Umsatzst.-ID: DE 165904786 · Steuer-Nr.: 37/462/30251 · Kontrollnummer Bio-Zertifizierung: DE-BE-003-62976-B

Wir sind Mitglied.



4. Scope of delivery

The delivery takes place according to an individual agreement, or the stipulations in the contract. The agreed delivery and service dates are binding. If the supplier is prevented from fulfilling his or her contractual duties due to the occurrence of unforeseen, exceptional circumstances, which cannot be prevented by the supplier in spite of reasonable effort in relation to the nature of the circumstances, or if an obstruction is caused by force majeure, the supplier will be exempt from the responsibility to deliver goods and services. Any damage compensation claims by the customer resulting from the above are invalid. Gross negligence and intent are not included.

Once the supplier is no longer responsible to provide services, he or she must notify the customer about the unavailability of the services without delay. The supplier must provide appropriate compensation to the customer.

5. Compensation

Invoiced amounts are always payable immediately after an invoice has been issued, without deduction or a credit term, unless a different written agreement has been made. In order to avoid unnecessary administrative expenses, the supplier or a representative of the supplier is entitled to request payment in cash. When a contract is concluded, the supplier receives an advance invoice amounting to 70% of the total amount expected. The payment must be made up to 5 working days at the latest before the date of the event, and must be credited to the supplier's bank account.

With foreign clients the contractor has the permission to demand 100% of the expected sales.

If the payment does not take place in accordance with the contract, the supplier reserves the right to withdraw from the contract. In this case, the stipulation from clause 6 paragraph 2 applies.

If a payment is delayed, the supplier reserves the right to charge an interest in the amount of the usual bank debit interest, or at least 5 % above the base interest rate. The validation of extensive damages is unaffected by this. The customer is not entitled to withhold payment due to incomplete services or faults. The customer is able to charge only in the case of undisputed or legally recognised claims.

The supplier reserves the ownership to the services and deliveries until a full payment has been made, including all ancillary costs.

6. Cancelling an order

Orders can be cancelled without incurring costs with a timely and written notice. A period of more than 28 working days prior to delivery and service shall generally apply, unless otherwise agreed. The following cancellation costs apply thereafter:

27 - 14 working days prior to delivery and service 50 % of the total amount due.

13 - 5 working days before delivery and service 70 % of the total amount due.

from 4 working days prior to delivery and service 90 % of the total amount due.

For cancellations with a shorter notice period the cost will be 100%. Expenditures and costs of third parties remain unaffected by this provision.

A reduction of the number of attendees can only take place free of charge up to 8 working days and a share of 5% of the total number of attendees before delivery and service.

Expenditures included in clause 2 and costs of third parties already covered by the supplier remain unaffected by this provision. Any costs and expenses incurred by the supplier are to be paid for by the customer in any circumstance.

The customer is permitted to show proof showing that damages or a depreciation have not occurred at all, or that the expenses saved by the supplier are actually higher than those taken into account.

7. Complaints

The customer, or a representative of the customer needs to be present when the delivery is made. If the customer, or his or her representative, is not present when the delivery is made, the proper and complete delivery is deemed as incomplete to the customer.

The customer needs to make and report any complaints immediately after the delivery, in order to allow an opportunity for an amendment. If our performance or services should give the customer a reason to make a complaint, and if the customer can remotely assume that these can be immediately remedied, the complaint must be communicated by speaking to the supplier without delay, and an opportunity for an amendment must be given.

Price reductions due to valid complaints can only approved by the supplier if the services complained about have not been remedied despite a timely notification.

The exchange or return of wrongly ordered goods by the customer is not possible, if these goods consist of foodstuffs and beverages. The supplier does not accept responsibility for the handling and storage of the delivered goods by the customer. The liability of the supplier for deliveries and services of third parties is excluded, as far as these third parties are not subcontractors or vicarious agents of the supplier.

8. Liability

Once the customer accepts the delivery and services, any liability for breakage, shrinkage and loss, as well as for devaluation and deterioration is covered by the customer, including any liability to third parties and any resulting damages.

The customer is liable without proof of fault for all damages or losses of the delivered materials, which are caused by his or her vicarious agents, event participants, suppliers or any other third parties. Any official permits needed to hold the event need to be obtained in a timely manner by the customer. Potential failure to do so does not entitle the customer to withdraw from the contract.

Contractually guaranteed functions must be explicitly stated in the order confirmation by the supplier; otherwise, no claims from the customer will be exercised. The supplier does not assume liability for deliveries and services as far as clause 4 is valid. In any circumstance, damages caused by the supplier must be shown and documented at the latest when the supplier is leaving the event venue, to a supplier, or to a contractor of the supplier. The supplier is not liable for the wardrobe or valuables brought by guests or third parties. The liability of the supplier for any direct or indirect damage to persons, goods or valuables, as well as possible consequential damages is excluded, to the extent permitted by law.

Intent or damages resulting from loss of life, injury or damages to health are exempt from liability, if they are caused by negligent breach of duty by the supplier or by an intentional or negligent breach of duty by a legal representative or vicarious agent of the supplier. Other damages, which are based on grossly negligent breach of duty by the supplier, or by a legal representative or vicarious agent of the supplier, are also exempt from liability.

9. Prices

The price list provided to the customer is non-binding. The prices of each offer, on which the contract is based, are valid. These prices are not transferable. All prices are net prices, and they also exclude the relevant statutory VAT.

The offers and specified prices are valid for a maximum of two weeks, subject to an individually given shorter or longer time period. If a contract is not concluded during this time, the services and their prices will then be newly negotiated, or a new offer will be made.

If a new price list or new offers have been added by the contracting authority, these override any other published or previously offered prices.

10. Other provisions

Provisions, which alter or add to these terms and conditions, need to be submitted in written form in order to be deemed valid.

If an individual contractual provision proves to be ineffective, the validity of the other provisions remains unaffected by this. Instead of the invalid contractual provision, the supplier and the customer are obliged to replace it without delay by way of the supplementary agreement with a written agreement, which is closest to the original, invalid provision.

For breakage, shrinkage, damages and losses, the replacement price will be invoiced. The offers, concepts and calculations developed by the supplier, as well as the terms and conditions are subject to copyright protection, and can be made available to third parties - even in extract form. They can also be put to use in the case of a non-commission.

The above-mentioned provisions can also be used for contracts with non-traders, insofar as is permitted by statutory provisions.

The place of fulfillment and the legal venue for both parties is Berlin.