

1. SCOPE OF APPLICATION

- 1.1. All deliveries, services and offers of Abion Hotel Verwaltungs GmbH & Co. Betriebs KG under the brand Bolles Köche (hereafter "caterer") are made 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 his contractual partners (hereafter "customer") regarding the deliveries or services offered by him. They also apply to all future 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 separately object to their validity 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, this does not constitute 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 accept orders within (14) days after receipt.
- 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 the "catering contract"). The latter shall fully reflect all agreements between the contracting parties on the subject matter of the contract. Oral promises made by the caterer prior to the conclusion of this contract are legally non-binding and 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 agreements deviating from the written agreement. To comply with the written form, it is sufficient to transmit the signed declaration by telecommunication, in particular by fax or e-mail, provided that the copy is transmitted.
- 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 of the same (e.g. drawings and illustrations) are only approximate unless the usability for the contractually intended purpose presupposes exact conformity. They are not guaranteed characteristics, but descriptions or markings of the delivery or service. Deviations customary in the trade and deviations that occur due to legal regulations or represent improvements, as well as the replacement of components by equivalent components are permissible, provided that they do not impair the usability for 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 and weight specifications naturally deviate upwards or downwards.
- 2.5. The caterer reserves the right of ownership or, if applicable, copyright to all offers and cost estimates made by him as well as drawings, illustrations, calculations, brochures, catalogues and other documents and aids made available to the customer. The customer may not make these objects accessible to third parties, disclose them, use or reproduce them himself or through 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 quoted in EUR plus statutory value-added 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 base interest rate; the assertion of higher interest rates and further damages in the event of default shall remain unaffected.
- 3.4. The offsetting against counterclaims of the customer or the retention of payments due to such claims is 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 caterer is entitled to demand an appropriate advance payment or security at 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. Furthermore, the caterer is entitled to carry out or render outstanding deliveries or services 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 and which endanger the payment of the outstanding claims of the caterer by the customer from the respective contractual relationship (including from other individual orders to which the same framework contract applies).

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 deadline or date has been expressly agreed or promised.
- 4.3. The caterer can - notwithstanding his rights from delay of the customer - demand from the customer an extension of delivery and service periods or a postponement of delivery and service dates by the period in which the customer does not fulfil his contractual obligations towards the caterer.
- 4.4. 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 procuring materials or energy, transport delays, strikes, lawful lockouts, lack of 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). If such events make the delivery or service substantially more difficult or impossible for the caterer and the hindrance is not only of a temporary duration, the caterer is entitled to withdraw from the contract. In the case of hindrances of a temporary duration, the delivery or service periods shall be extended or the delivery or service dates postponed by the period of the hindrance plus an appropriate start-up period. If the customer cannot reasonably be expected to accept the delivery or service due to the delay, he can withdraw from the contract by immediate written declaration to the caterer.
- 4.5. The caterer is only entitled to make partial deliveries if
 - the partial delivery can be used by the customer within the scope of the contractual purpose,
 - the delivery of the remaining ordered goods is ensured and
 - the customer does not incur any significant additional expense or costs (unless the caterer agrees to bear such costs).
- 4.6. If the caterer is in default with a delivery or service or if a delivery or service becomes impossible for him for whatever reason, the liability of the caterer is limited to damages according to section 10 of these General Terms and Conditions.

5. PLACE OF PERFORMANCE, DISPATCH, PACKAGING, TRANSFER OF RISK, ACCEPTANCE

- 5.1. The place of performance for all obligations arising from the contractual relationship shall be Berlin, unless otherwise stipulated in the catering contract. If the caterer owes the delivery, the place of performance shall be the place where the delivery is to be made.
- 5.2. The mode of dispatch and packaging shall be at the discretion of the caterer. If the customer chooses the type of packaging and presentation of the ordered goods, and if the packaging is disposable, he undertakes to dispose of the packaging delivered by the caterer at his own expense. If the customer chooses materials that the caterer picks up again, these will be rented by the customer in accordance with these GTC.
- 5.3. After prior agreement in the catering contract, the caterer shall provide further services for the execution of the customer's event, e.g. the support of the catering services on site by his own service staff or the provision of material and equipment (crocker, cutlery, glasses, tents, furniture, etc.). Without prior agreement, the caterer only owes the delivery of the goods. All equipment provided to the customer, unless it is disposable packaging, is and remains the sole property of the caterer. The equipment shall only be provided on a rental basis.
- 5.4. All fees agreed for the provision of equipment shall be calculated on the basis of calendar days. Unless otherwise agreed, the start of the rental period shall be the day on which the equipment is handed over to the customer. Subject to the agreement of a return obligation by the customer at the location of the caterer or another location, the caterer collects the equipment from the customer within a period of three working days, beginning with the agreed end of the rental period. The customer shall ensure appropriate storage in a protected environment (weather, access by unauthorised persons).
- 5.5. If the customer does not allow the caterer to collect the equipment within this period or does not return it within this period if a return obligation has been agreed at the caterer's place of business or another location, the rental period shall be extended at the terms agreed for the rental for a fee and no special conditions shall be agreed for the normal market rental.
- 5.6. The customer shall always treat the equipment with care and with the due caution of a prudent businessman. In the event of damage, destruction or loss, the customer shall reimburse the caterer for the replacement value of the equipment, i.e. the purchase price that the caterer must pay for a replacement purchase of the equipment, subject to further claims by the caterer resulting from the destruction of the damage to the equipment. There is no new deduction for old. The caterer can specify the replacement value on the delivery note to help the customer assess the risk. If the replacement value is stated on the delivery note and signed by the customer, this amount shall be deemed agreed as the replacement value between the customer and the caterer in the individual case. This does not apply if the customer can prove that the caterer has not suffered any loss or that the loss was significantly lower.
- 5.7. After the return of the equipment, the caterer reserves the right to a period of seven days to inspect the equipment for damage and loss, starting from the day on which the equipment came back into the possession of the caterer.
- 5.8. Unless otherwise agreed, the customer shall be responsible for the proper installation of the equipment and shall be liable for any damage resulting from a faulty installation. In the event of assembly by the caterer, liability is transferred to the customer after assembly has taken place.
- 5.9. The customer undertakes to use the equipment exclusively as intended and to comply with all recommended protective measures and necessary security precautions against theft and vandalism. The customer shall be fully liable for theft and damage beyond normal use from the time the rented items are handed over.
- 5.10. Rented items shall be handed over to the customer in proper condition. The customer is obliged to notify the caterer immediately of any damage or defects and to give the caterer a reasonable opportunity to repair, repair or replace the goods or to carry out a repair or have a repair carried out in accordance with the customer's instructions, insofar as this is reasonable for the customer.
- 5.11. A termination of the contract by the customer according to § 543 section 2 sentence 1 no. 1 BGB (German Civil Code) due to non-granting of the contractual use is only permissible if the caterer has been given sufficient opportunity to remedy the defect and this has failed. Failure to remedy the defect shall only be assumed if it is impossible, if it is refused or 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 accept it.
- 5.12. 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 no unreasonable effect on the caterer's determination and elimination of the defects. The customer's rights due to defects shall remain unaffected if the customer is entitled to make changes, in particular within the scope of exercising the right of self-clearing in accordance with § 536 a section 2 BGB (German Civil Code), and these changes have been professionally carried out and documented in a comprehensible manner.
- 5.13. The strict liability of the caterers according to § 536 a section 1, 1st alternative BGB (German Civil Code) for defects which already exist at the time of the conclusion of the contract is excluded. This limitation of liability also applies analogously to the liability of caterers with regard to the reimbursement of futile expenses.

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, so that the caterer can check their justification.
- 6.2. In the case of wines, natural precipitates such as crystals, tartrate or depot do not represent deviations from the contractually agreed scope of services and thus no defects. The right is reserved to change vintages, to give false information on prices or to mix up pictures.
- 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 customer from the catering contract concluded with the caterer is only 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 as well as the possible consent to a cancellation 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 may withdraw from the catering 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 and if the caterer does not agree to a 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

goods or the rental objects as well as the saved expenses. The expenses saved in each case can be set at a flat rate in accordance with sections 7.4 to 7.5. The customer is free to prove that the claim did not arise or did not arise in the required amount. The caterer is free to prove that a higher claim has arisen.

7.4. Cancellations of the contractually agreed services are possible as follows:

- 7.4.1 The contractually agreed order amount ("total turnover") can be cancelled free of charge up to 6 months before the start of the event.
- 7.4.2 For the period 4 to 6 months prior to the start of the event, a cancellation up to a maximum of 50% of the total turnover is possible free of charge ("cancellation level 1"). If cancellation level 1 has not been used in full, further cancellation is possible as described below, but only up to 50% of the total turnover:

	Weeks before the start of the event	Maximum limit for cancellations as a percentage of total revenue
cancellation level 2	up to 10	30
cancellation level 3	up to 4	20

For cancellations in cancellation level 2 and or cancellation level 3, cancellations that have already taken place must be taken into account, so that the maximum cancellation limit of 50% of the total revenue is not exceeded if all cancellations are added together.

- Example 1:* 35 % in cancellation level 1; in cancellation level 2, a further 15 % could be cancelled. A cancellation in cancellation level 3 would no longer be possible.
- Example 2:* 30 % in cancellation level 1; in cancellation level 2 another 15 % will be cancelled. A cancellation in cancellation level 3 would now be possible up to 5%.

7.5. Cancellations subject to a charge and No Shows

For all cancellations that are not free of charge, the following flat rates will be charged for the contractual services not used:

Canceled / not used contract service flat rate	Percentage of the total amount contractually agreed for the service in question
Conference Rooms & Technical Equipment	90
Food, drinks & conference packages	70
External services booked with third parties that cannot be cancelled at the time of cancellation	100

The customer is free to prove that the claim did not arise or did not arise in the required amount. The caterer is free to prove that a higher claim has arisen.

8. RESIGNATION OF THE CATERER

- 8.1. If it has been agreed that the customer 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 fulfilment 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. Installation sites and transport routes on the Customer's premises must be suitable, level, free and, if necessary, illuminated for the installation, the activities associated with the catering services and the transport.
- 9.3. The caterer may modify the agreed services, in particular agreed equipment or parts, and replace them with other, equally suitable ones, if the modification is reasonable for the customer and the purpose of the contract is not jeopardized thereby. This applies in particular if devices cannot be delivered on time but can be replaced by other comparable and equally suitable devices.

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

during contract negotiations and tort, shall be limited in accordance with this section 10 to the extent that this depends on fault.

- 10.2. The caterer is not liable in case of simple negligence of his organs, legal representatives, employees or other vicarious agents, as far as it does not concern a violation of essential contractual obligations. Essential to the contract are the obligation to deliver and install the delivery item on time, its freedom from defects of title and material defects which more than insignificantly impair its functionality or fitness for use, as well as obligations to provide advice, protection and care which are intended to enable the customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the customer's personnel or to protect the customer's property from considerable damage.
- 10.3. As far as the caterer is liable for damages according to section 10.2, this liability is limited to damages which the caterer foresaw at the conclusion of the contract as a possible consequence of a breach of contract or which he should have foreseen if he had exercised customary care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage can typically be expected when the delivery item is used as intended.
- 10.4. In the event of liability for simple negligence, the caterer's liability for damages to property and further financial losses resulting therefrom shall be limited to an amount of (...) EUR per case of damage, even if it is a violation of essential contractual obligations.
- 10.5. The above exclusions and limitations of liability shall apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of the caterer.
- 10.6. Insofar as the caterer provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by him, this shall be done free of charge and to the exclusion of any liability.
- 10.7. The limitations of this section 10 do not apply to the caterer's liability for intentional behaviour, for guaranteed characteristics, for injury to life, body or health or according to the Product Liability Act.

11. FINAL PROVISIONS

- 11.1. If the customer is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all possible disputes arising from the business relationship between the caterer and the customer shall be Berlin or the customer's place of business at the discretion of the caterer. For lawsuits against the caterer in these cases Berlin is the exclusive place of jurisdiction. Mandatory legal provisions on exclusive places of jurisdiction remain unaffected by this provision.
- 11.2. The relations between the caterer and the customer are subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods dated 11.4.1980 (CISG) shall not apply.
- 11.3. Insofar as the contract or these General Terms and Conditions contain loopholes, those legally effective provisions shall be deemed to have been agreed for filling these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the loophole.