

RESTAURANT

im Hamburger Bahnhof

Generell business terms for services provided by Das ist Catering GmbH As of 16.10.2015

1. General

1.1 These business terms shall apply to all supply and service contracts as well as contracts dealing with the provision, on a rental basis, of conference halls, banquet halls and function rooms that facilitates the overall provision of the agreed services.

1.2 The general business terms of the client/organiser shall not apply. Other agreements and accords shall only be applicable if they have been explicitly confirmed and agreed upon in writing with Das ist Gastronomie GmbH.

2. Offer and contract conclusion

2.1 A contract can only be concluded if there exists a written, binding offer that was made by Das ist Gastronomie GmbH. Any event-related presentations or calculations that were sent to the client in advance serve exclusively to provide information to the client and do not amount to a binding offer made by Das ist Gastronomie GmbH.

2.2 In principle, a contract only reaches the stage of an offer in the sense of the information contained in clause 2.1 when the client provides a written order acknowledgement. Verbally concluded agreements are only binding if they have been confirmed in writing by Das ist Gastronomie GmbH.

3. Scope of services

3.1 The deliverables provided by Das ist Gastronomie GmbH include all the performances in kind as well as all the services that must necessarily be rendered for the event specified in the order to be conducted. Das ist Gastronomie GmbH is entitled to transfer the responsibility of fulfilling the contract to sub-contractors.

3.2 The exact subject matter of the service in question follows from the contract that is signed between the parties. In any event, these general business terms form part of the contract.

3.3 The extensive assortment of services provided by Das ist Gastronomie GmbH is subject, above all, to seasonal modifications. In case certain articles are temporarily undeliverable, we reserve the right to swap the articles in question against goods that are at least of the same value. Consequently, the goods and prices on offer are subject to change. The contractually agreed prices shall be valid only vis-à-vis the overall order and the number of persons that was agreed upon within the framework of the said order.

3.4 If the contract involves the provision, on a rental basis, of rooms, these business terms shall be applicable, unless a separate rental agreement was concluded.

4. Delivery time

4.1 In principle, the delivery dates and performance dates specified in the contract agreement that has been concluded are binding.

4.2 However, Das ist Gastronomie GmbH shall be relieved of the delivery commitment if it is prevented from discharging its obligation by unforeseeable and extraordinary circumstances that it could not prevent, in spite of having exercised the diligence that it would, with respect to the individual case in question, have been expected to exercise. This provision applies, for example, to situations involving Acts of God, operational disturbances such as strikes or lock-outs, administrative

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interventions, delayed deliveries of critical raw materials etc. and situations in which the aforementioned circumstances make it impossible to make the delivery or provide the service. In this regard, the question of whether the specified background reasons arise on the client's side or on the side of Das ist Gastronomie GmbH is irrelevant.

4.3 If Das ist Gastronomie GmbH is relieved of its delivery commitment in accordance with clause 4.2, all the resulting damage compensation claims and rights of withdrawal of the client shall become inapplicable.

4.4 The client shall compensate Das ist Gastronomie GmbH for all the necessary costs that Das ist Gastronomie GmbH had to incur to execute the order up to the point in time at which the event corresponding to the information contained in clause 4.2 arose.

5. Payment, default, offsetting

5.1 Das ist Gastronomie GmbH can, within the framework of the contract, demand that the client make an appropriate down payment. If the provision of a down payment is agreed upon without the date of the event being known, the down payment shall be payable no later than 14 days before the event date to be determined.

5.2 The final settlement or, as the case may be, the outstanding balance of the final settlement is payable without any deductions as soon as the bill is received. The agreed prices shall be subject to the applicable VAT.