

General Terms & Conditions for Fair Catering

1. Prices

All prices are quoted in euros and are subject to statutory value-added tax. Should the period between the conclusion of contract and the commencement of the given event exceed 4 months, Käfer Service GmbH reserves the right to change its prices insofar as the other contracting party can be reasonably expected to accept this. Any price adjustment of this kind can only be based on such circumstances as would lead to a reduction in profit for Käfer Service GmbH/MOC were the prices not to be adjusted (with particular regard to an increase in the consumer price index, in production and labor costs, in purchase prices, etc.).

2. Acceptance of order

All offers are subject to change until such time as the order has been accepted.

3. Number of participants

The customer undertakes to provide Käfer Service GmbH/MOC with binding written notification of the precise number of participants and the final choice of food and beverages **no later than 7 working days prior to the event**. These details apply as a guaranteed content of contract and will be given due consideration when the final invoice is issued. Any orders for food, beverages, additional materials, personnel, etc. above and beyond that mentioned above will be charged separately at Käfer Service GmbH's list prices.

4. Complaints

Upon receipt or collection of the goods provided, the customer is to examine them for any obvious and recognizable defects in respect of their due nature and is to report any defects without delay. The customer's warranty entitlements remain unaffected by this. Any food and beverages ordered incorrectly by the customer cannot be exchanged. Any concealed defects in respect of the goods provided (perishable foodstuffs) must likewise be reported without delay. Käfer Service GmbH assumes no liability whatsoever for incorrect storage on the part of the customer.

5. Payment

5.1 For orders with a billing address within Germany and an estimated net order value in excess of EUR 3,000, advance payment amounting to 75 % of the total cost is due. **The amount / the remaining balance is due for payment within 10 days from invoicing without any deduction.** Payment by way of direct debit from a credit card is also possible.

5.2 For orders with a billing address outside Germany, advance payment amounting to 110 % of the total order value is due. The invoice is sent to the customer prior to the start of the event. Payment is to be made by credit card or bank transfer.

– Subsequent billings at the end of the event are due with immediate effect upon invoicing.

– Should the advance payment exceed the amount set out in the final invoice issued at the end of the event, a refund will be paid to an account to be stated by the customer.

5.3 We require the customer's credit card details as a guarantee of order. In cases where payment is not made within a period of 14 days of receipt of invoice will the amount due be charged to the customer's credit card.

5.4 Fees/costs incurred by credit card payment will be charged additionally.

5.5 The customer is to provide us with the correct billing address when ordering.

A handling fee of EUR 25 plus VAT will be charged for the re-issuing of an invoice to a corrected billing address (name, order number and/or address).

5.6 In case of delayed payment Käfer Service GmbH reserves the right to claim statutory default interest.

6. Loss of or damage to rental items

Any items rented are the responsibility of the customer and subject to his due diligence from the time the items are handed over to the time of their return. In the case of any damage or loss for which the customer, the customer's employees or the customer's guests are responsible, the cost of replacement or repair will be charged to the customer.

The customer has the option of providing evidence to the effect that no damage has been incurred at all or that the cost of damage is less than the above amounts. In such cases, the customer's reimbursement obligation is limited to the amount proven by him.

7. Retention of title

In the case of all orders placed, Käfer Service GmbH reserves its right of ownership to the goods supplied until such time as the purchase price is paid in full.

8. Cancellation

The contract may only be cancelled for good cause. **A reduction of goods already ordered is not possible.**

9. Written form

Any agreements contrary or in addition to those set out here must be agreed in writing to become effective. No verbal agreements have been made. The written form requirement does not apply to additional orders placed verbally during the event.

10. Publication rights

The customer herewith agrees explicitly vis-à-vis Käfer Service GmbH that the latter may use the event concerned for advertising purposes and notably may use it at no cost and without restriction as a reference event in all relevant media (e.g. press, Internet, Käfer newsletter) including the publication of photos, whereby Käfer Service GmbH is to give due consideration to privacy and third party rights in respect of the photo concerned.

11. Court of jurisdiction and place of fulfilment

The contractual relationship between the parties is subject to German law. If the customer is registered as a commercial trader, Munich is deemed to be the court of jurisdiction and place of fulfilment for both contracting parties.

12. Privacy

For the handling of customer data, in particular the collection, use and processing, the special "data protection instructions for customer data processing" in accordance with Articles 13, 14 and 21 DSGVO are available here: <https://www.feinkost-kaefer.de/datenschutz>

13. Force Majeure

13.1 "Force majeure" shall mean the occurrence of an unforeseeable, unavoidable event which is beyond the control of all parties to the contract and which under the given circumstances could not have been avoided by reasonable, acceptable means and which partially or completely prevents or obstructs the fulfilment of the contractual obligations of either party. These include wars, civil wars, revolutions, earthquakes, natural disasters and pandemics.

13.2 The party concerned shall immediately notify the other party of the force majeure event.

13.3 A party to the contract that may invoke a force majeure event shall be released from its obligation to perform its duties under the contract and of its obligation to pay damages, a contractual penalty or cancellation fees, provided that notice of the force majeure event is promptly given to the other party. In case the other party is not notified immediately, the above provision shall apply from the date on which the notification of the force majeure event is received by the other party. If the effect of the force majeure event is only temporary and fulfilment of the purpose of the contract is still possible and reasonable after the impediment has ceased to exist, the above provision shall only apply as long as the force majeure event prevents or obstructs the provision of the contractual service. If the force majeure event lasts longer than 12 months or if the performance of the contract becomes impossible or useless (loss of interest) as a result thereof, each party shall have the right to terminate the contract within a reasonable period. If one party to the contract has already incurred expenses or other necessary costs on the initiative of the other party in order to fulfil the contract, the other party shall be obliged to reimburse such expenses and costs. To the extent any payments (including, without limitation, down or advance payments) of the contractually agreed remuneration have already been made, such payments shall be reimbursed, taking into account any deductible expenses and costs.

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14. Regulation for Hardship Cases in Connection with the Coronavirus Pandemic

In case performance of the contract is not possible due to the effects of the coronavirus pandemic (e.g. due to official orders or other instructions from a public authority), this shall constitute a case of impossibility, which shall release both parties from their performance obligations. The same applies if the performance of the contract is not reasonable due to the effects of the coronavirus pandemic. In particular, unreasonableness shall be assumed if the cancellation of events planned at Messe München and/ or in the ICM is recommended due to official orders or other instructions from a public authority or if participants from areas or countries that have been declared risk areas or risk countries by a competent authority or institution would be admitted and preventive measures for the protection of personnel, suppliers, customers or visitors or other third parties affected by the event are not taken or are impossible or unreasonable. In cases of impossibility or unreasonableness, each party to the contract shall have the right to terminate the contract within a reasonable period of time. Any claims for the payment of damages, a contractual penalty or cancellation fees shall be excluded. If one party to the contract has already incurred expenses or other necessary costs on the initiative of the other party to fulfil the contract, the other party shall be obliged to reimburse such expenses and costs. To the extent any payments (including, without limitation, down or advance payments) of the contractually agreed remuneration have already been made, such payments shall be reimbursed, taking into account any deductible expenses and costs.

15. Severability clause

Should a provision set out in this contract be or become invalid or unenforceable, the validity of the other contractual provisions remains unaffected. The contracting parties undertake without delay to agree on a provision that comes as close as possible to the economically intended purpose of the invalid and/or unenforceable provision. The same applies to any gap or omission that may be identified in this contract.

By way of the above signature, our General Terms and Conditions of Business are deemed to have been accepted as a constituent part of the contract.