

**GENERAL TERMS AND CONDITIONS (GTCs)**  
**GOOSE GOURMET GMBH**

regarding offer number:

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**§1 Subject matter of the contract**

The terms and conditions are governed by the event agreement (in the following „VV“) concluded between GOOSE Gourmet GmbH, Ludwigstraße 10, 60327 Frankfurt and the customer / tenant with the associated catering services by GOOSE Gourmet GmbH.

**§2 Placing of orders by the customer**

(1) By ordering the services listed in the VV, the customer confirms to having read and to agree with the General Terms and Conditions of GOOSE Gourmet GmbH.

(2) The customer is obliged to inform GOOSE Gourmet in writing about the final number of guests – which is also the number of guests on which the invoice is based on - at the latest 14 working days before the event takes place. In order to calculate the 14-day period, the date of delivery of the notification to GOOSE Gourmet GmbH is crucial. The number of participants can only be reduced free of charge once up to 14 days before the event takes place by a maximum of 10% of the agreed number of participants. Additional reductions are regarded as partial cancellation and settled in accordance with § 8.

(3) These details on the number of guests as well as the services contained in the order are regarded as guaranteed minimum contract content on which the invoice is based and which is taken into account in the final invoice.

(4) If further orders for food and beverages are placed or if the number of persons increases after the expiry of the 7-day period, GOOSE Gourmet GmbH, insofar as the customer's desired order is still feasible, shall send the customer an additional offer.

**§3 Other services**

(1) For GOOSE Gourmet GmbH's services, which are provided by GOOSE Gourmet GmbH in form of on-site-visits or consultations after conclusion of the contract, GOOSE Gourmet GmbH will charge the customer the following expense rates:

Travel costs: EUR 0,35 / km by car, 2nd class train ride or economy class flight

Rate by the hour: EUR 40,00 / hr (departure Frankfurt am Main to return Frankfurt am Main)

Overnight stay: Local and season-dependent hotel prices for a 4-star category hotel

(2) If GOOSE Gourmet GmbH provides services that go beyond the scope of catering services on behalf of the client (artists, moderators, transfers, venues, etc.), the purchase of these services takes place exclusively in the name and on account of the customer.

In individual cases and according to special conditions, the organization and processing of this assignment can be carried out by GOOSE Gourmet GmbH, nevertheless GOOSE Gourmet GmbH hereby declines all liability for the provided services.

(3) Depending on the size and duration of the event, additional costs will be incurred for the Catering of the GOOSE Gourmet GmbH employees ("Crewcatering"). These costs are also to be borne by the customer. The costs of the crew catering are listed in the VV as a flat rate per day and employee and are calculated in the final settlement in accordance with the VV for each day and each actually deployed employee.

(4) Offers of GOOSE Gourmet GmbH are valid for 14 days, unless otherwise agreed between GOOSE Gourmet GmbH and the customer.

#### **§4 Scope of services**

(1) In principle, GOOSE Gourmet GmbH employees do not draw up any accounts with the customer. If the customer requests invoicing by GOOSE Gourmet GmbH employees, a separate agreement is required.

(2) Only GOOSE Gourmet GmbH is authorized to issue instructions to the staff provided.

#### **§5 Impediment to performance**

Should there be any supply shortages regarding ingredients, food, beverage or equipment, due to circumstances beyond the control of GOOSE Gourmet GmbH, GOOSE Gourmet GmbH is entitled to use comparable ingredients, food, drinks or equipment.

#### **§6 Loss of or damage to rental property**

(1) The customer shall be liable for all damages caused by him, his representatives, subcontractors and vicarious agents, as well as guests or other third parties in the sense of § 278 and § 831 BGB in connection with the above mentioned services. The customer is responsible for the event in accordance with the legal regulations.

The application of § 831 paragraph 1 sentence 2 BGB is excluded (Exculpation of fault in selection - culpa in eligendo).

(2) The customer shall indemnify GOOSE Gourmet GmbH against all claims of third parties which are connected to the event itself insofar as these are held by him, his vicarious agents or represented by his guests. This also includes any administrative fines and administrative offences that may be imposed in conjunction with the event against GOOSE Gourmet GmbH as operator of the premises.

#### **§7 Complaint**

Obvious defects can only be considered if the complaint is made immediately upon receipt of the goods or directly upon collection. The exchange of incorrectly ordered goods is not possible for food and beverages. Hidden defects in delivered goods (perishable foods) must be disclosed in writing to GOOSE Gourmet GmbH immediately, at the latest 3 days after discovery.

GOOSE Gourmet GmbH does not assume any liability for goods that are defect due to customer's improper storage of goods.

## **§8 Cancellation / Withdrawal**

(1) If the customer withdraws from the contract, GOOSE Gourmet GmbH shall have the choice to assert a claim for the following lump sums instead of a tangible calculated compensation claim:

Up to 29 days prior the beginning of the event:	10 % of the calculated net total amount
28 - 15 days prior the beginning of the event:	50 % of the calculated net total amount
14 - 4 days prior the beginning of the event:	75 % of the calculated net total amount
3 - 2 days prior the beginning of the event:	85% of the calculated net total amount
From 1 day prior to the of the event:	100 % of the calculated net total amount

The calculation of the lump-sum compensation is based on the calculation of the total net amount listed in the VV, taking into account the minimum number of guests, plus the according legal sales tax rates. Deposits already paid will be settled with the cancellation costs.

(2) GOOSE Gourmet GmbH is entitled to rescind the contract due to particularly important reasons and for other reasons beyond their control, in particular if:

- a) the deposit payment required by GOOSE Gourmet GmbH (§ 9) has not been received on the indicated account of GOOSE Gourmet GmbH at the latest seven (7) working days prior to the date of the event despite a one-time reminder,
- b) deliveries and services are subject to misleading or incorrect disclosure of essential information, e.g. about the person of the organizer or for the purpose of the event,
- c) GOOSE Gourmet GmbH has reasonable grounds to assume that the use of their deliveries and services may endanger the security or reputation of GOOSE Gourmet GmbH and its employees in the public eye,

(3) If GOOSE Gourmet GmbH makes use of this right of withdrawal, GOOSE Gourmet GmbH retains the right to withdraw from the contract according to cancellation regulations (§ 8). The customer is entitled to prove that the damage has not occurred in this amount.

## **§9 Deposit / Settlement**

(1) From a net total of EUR 5,000.00 GOOSE, Gourmet GmbH charges 75 % of the calculated net total amount plus the respectively valid value added tax as deposit; if the total net sum is less than EUR 5,000.00, GOOSE Gourmet GmbH charges 50 % of the calculated net total as deposit plus the respectively valid value added tax. This deposit is requested with a separate invoice and must be paid at the latest by 14 days before the start of the event to GOOSE Gourmet GmbH. This deposit is offset against the services indicated in the final invoice.

(2) The services of GOOSE Gourmet GmbH will be charged at the prices specified in the VV to the extent specified therein, irrespective of whether they are completely used up by the customer or not. Possible changes in the number of persons, retrospectively ordered deliveries and services are taken into account and invoiced in accordance with § 2 and § 3. In the event that a delivery or service is not listed in VV, GOOSE Gourmet GmbH shall be entitled

to charge for the services provided by GOOSE Gourmet GmbH in accordance with the generally applicable prices of the gastronomy or at the usual hourly rates and the underlying total costing and to settle accounts with reasonable discretion.

(3) All personnel, beverages and laundry services are estimated values and will be charged according to actual effort or use. Beverage values are also calculated according to opened bottles or opened beverage barrels. The customer-confirmed services are laid out for the agreed number of persons. Specially purchased food, drinks and other goods on customer's wish according to the VV are invoiced 100 % to the customer. Possible leftovers of these specially ordered and offered meals, beverages and equipment according to the customer's wishes can be taken along by the customer after the end of the event.

(4) Invoices with a net order value of up to EUR 250.00 shall be made individually for each event separately. The invoice amounts are payable within 10 days from the date of invoice. In the event of default in payment, interest on arrears shall be charged in the common statutory amount. The proof of a higher damage caused by delay is reserved to GOOSE Gourmet GmbH.

(5) Supplies and services within the framework of events up to a contract value of EUR 250.00 net are to be paid immediately by the customer in cash or by credit/EC card after delivery or directly after the end of the event.

An invoice shall be sent to the customer, if possible immediately or within 10 days after the end of the event.

(6) The customer shall only be entitled to offset rights if his counterclaims are legally binding, are undisputed or approved by GOOSE Gourmet GmbH.

### **§10 Transfer of risk / Retention of title**

(1) The items delivered by GOOSE Gourmet GmbH shall be deemed to have been delivered to the customer by GOOSE Gourmet GmbH as soon as they have reached the event venue.

(2) All food, beverages and consumables delivered to the customer remain the property of GOOSE Gourmet GmbH until final payment of the invoice.

### **§11 Warranty / Liability**

(1) GOOSE Gourmet GmbH does not assume any liability for the loss of the goods, equipment, superstructure, or any other valuables delivered by the customer, guests or vicarious agents and assistants.

(2) GOOSE Gourmet GmbH shall not be liable for any damages caused by the use of the measures taken by it to maintain security and order. If there are restrictions as a result of an incorrect assessment of risks or cancellation of the event on the instruction of authorities or GOOSE Gourmet GmbH, GOOSE Gourmet GmbH is not liable for any cases of minor negligence.

(3) A liability without fault to pay compensation for the initial defects of the premises and areas transferred in accordance with § 536a BGB are excluded by the GOOSE Gourmet GmbH.

(4) Should GOOSE Gourmet GmbH's services, contrary to expectations, be defective or

incomplete, the customer must give notice of this without delay. GOOSE Gourmet GmbH is then obliged to deliver defect-free and complete subsequent delivery, insofar as this is still possible during the delivery period of the respective event without significant delay. The right to rescission or reduction of the purchase price is excluded in case of timely subsequent delivery.

(5) The liability of GOOSE Gourmet GmbH for minor negligence is excluded to the extent that no material contractual obligations have been breached.

(6) In the event of violation of essential parts of the contract, GOOSE Gourmet GmbH's liability to pay damages shall be limited in accordance to customary, foreseeable and direct average damages in accordance with the type of agreement involved.

(7) Insofar as liability is excluded or limited in accordance with the provisions of these General Terms and Conditions, this also applies to the vicarious agents and assistants of GOOSE Gourmet GmbH.

(8) Third parties, in particular guests and vicarious agents of the customer may not derive any rights against GOOSE Gourmet GmbH from the contract. As far as the GOOSE Gourmet GmbH or its employees are being claimed by third parties due to non-performance or breach of duties, which are incumbent on the customer according to VV or the law, the customer will release GOOSE Gourmet GmbH immediately from these claims immediately upon first request.

The above listed exclusions and limitations of liability do not apply in case of culpable negligence leading to injury to life, limb or health of persons, in the event of an express assurance of characteristics and in cases where GOOSE Gourmet GmbH acts and is liable as the owner of the property in accordance with § 836 BGB (German Civil Code). Apart from that, the application of § 831 paragraph sentence 2 BGB (Exculpation of fault in selection - culpa in eligendo) to GOOSE Gourmet GmbH is excluded.

## **§12 Total liability**

Insofar as the liability for damages against GOOSE Gourmet GmbH is excluded or limited this shall also apply with regard to personal liability for damages of the employees, representatives and vicarious agents of GOOSE Gourmet GmbH.

## **§13 GEMA, artists, traffic safety obligation, other permits**

(1) The timely registration of GEMA-liable works with GEMA as well as the timely payment of GEMA fees are the sole obligations of the customer. The GOOSE Gourmet GmbH is entitled to demand written confirmation from the customer in good time prior to the event, this applies to proof of registration of the event with GEMA as well as the written proof of payment of GEMA fees. Insofar as the customer is not willing or is not in a position to provide the aforementioned evidence, GOOSE Gourmet GmbH can demand from the customer to provide a security in the amount of the probable GEMA costs incurred by GOOSE Gourmet GmbH.

(2) For all artists booked by the customer or on behalf of the customer by GOOSE Gourmet GmbH, artist's social security fund, the payment of income and value added tax fare are also the sole responsibility of the customer.

(3) During the event, the customer shall be responsible for the compliance with road safety obligations in the premises provided by him/her.

(4) The customer shall have organized and received the official approvals and permissions etc. required for the event on time at his expense.

(5) GOOSE Gourmet GmbH is allowed to take pictures on the event premises for documentation and to use them exclusively for their own advertising purposes, considering the common personal rights at all times. The data will not be passed on to third parties. Should the customer not agree with this, GOOSE Gourmet GmbH may draft an individual arrangement.

(6) The customer's and his guests' bringing their own food and beverages to events is not permitted. If the customer wishes to deviate from this, these deviations must be recorded in the VV and the customer is obligated to pay a service and / or corkage-fee or compensation in accordance with the agreement.

#### **§14 Prices / Order acceptance**

(1) All prices are net prices and are quoted in Euro plus the respectively valid VAT (value added tax).

(2) If the period of 4 months is exceeded between acceptance of the order (receipt of the acceptance declaration is crucial) and the beginning of the event, GOOSE Gourmet reserves the right to make price changes or adjustments.

If the total net offer price increases by more than 10 %, the customer / tenant is entitled to a special right of termination, which has to be exercised immediately in writing, but at the latest on the third day after receipt of the corrected event price, and sent to GOOSE Gourmet GmbH. Decisive for the timeliness is the receipt of the declaration of withdrawal by GOOSE Gourmet GmbH.

Otherwise the increased price shall be deemed accepted and agreed by the customer / lessee.

(3) All offers are subject to change without notice until acceptance of the order.

(4) Orders without a signature cannot be processed. With your signature, our General Terms and Conditions are accepted as an integral part of the contract.

#### **§15 Other provisions, severability clause**

(1) Changes and additions to the event agreement must be documented in writing. The same applies to the changes to this requirement for the written form.

(2) Should the VV be partially ineffective or incomplete, this shall not affect its effectiveness in all other respects. Instead of the invalid or missing provision, a provision shall apply which comes closest to what the parties would have agreed if they had considered the invalidity or the gap. If such completion cannot be determined by the interpretation, the parties undertake to provide as much information as possible to make an arrangement that comes close.

#### **§16 Jurisdiction and place of performance**

(1) The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods shall not apply.

(2) If no other legally binding place of jurisdiction is justified, Frankfurt am Main is agreed as place of jurisdiction.