

GENERAL TERMS AND CONDITIONS

Prices:

All prices are in euros, including service through or permanent staff, not including VAT (19%).

Number of event participants:

The customer is obliged to submit, in writing, the exact number of participants and the final choice of food and drink no later 6 working days (Mo-Sa) before the beginning of the event . The information submitted by the customer shall be considered binding. This data shall be deemed to be a guaranteed part of the contract and will be the basis for calculating the final invoice. Any additional or follow-up orders or changes of food, drink and materials shall be charged separately at the Alois Dallmayr KG list price.

Order acceptance

All quotations are subject to change until the order has been accepted.

Loss of or damage to rental items

Should any items be damaged, destroyed or lost, then the customer shall bear the costs of repair (in the case of damage) or replacement (in the case of destruction or loss).

Cancellation of orders or parts of it:

Should the customer cancel an order, or parts of it, the following payment terms shall apply and shall be charged of the calculated net revenue:

5 to 3 working days before the event date:	30% of the order sum
2 working days before the event date:	50% of the order sum
1 working day before the event date:	80% of the order sum
On the day of the event	100% of the order sum

If the number of participants is reduced, the notes and eventual add on payments stated in the offer shall apply.

Payment

Our invoices are to be paid no later than 30 days after receipt of the invoice without any discount. Once an order has been placed, we reserve the right to demand a deposit 50% of the estimated total amount stated in the quotation, **if the amount is higher than 5.000,00 € net** (statement of costs).

Place of jurisdiction and performance

Provided that the contractual partner is a registered trader or merchant and the contract is a part of his or her commercial enterprise, then the place of jurisdiction and performance for both parties shall be Berlin.

GENERAL TERMS AND CONDITIONS

Liability

Any claims for damages by the customer are excluded, with the exception of claims for damages arising from injury to life, body or health or from the breach of fundamental contractual duties, as well as liability for other damages that result from a deliberate or grossly negligent breach of duty by Alois Dallmayr KG, its legal representatives or persons assisting in the performance of its obligations. Fundamental contractual duties are defined as duties whose performance is required for achieving the purpose of the contract.

If fundamental contractual duties are breached, Alois Dallmayr KG is liable only for foreseeable damages typical for this type of contract if these were caused by simple negligence, unless the customer claims damages for injury to life, body or health.

The limitations mentioned in the two paragraphs above shall also apply for the benefit of Alois Dallmayr KG's legal representatives and persons assisting Alois Dallmayr KG in the performance of its obligations should claims be made directly against them.

The provisions of the German Product Liability Act remain unaffected.

Other points

The contractual relationship shall be governed by German law. Orders cannot be processed without a signature.

With this signature, the General Terms and Conditions shall be acknowledged as part of the contract.

This is a courtesy translation from German into English for information purposes only. Only the original German version is legally valid.