

*General Business Terms for Banquet Orders
Spatenhaus an der Oper, Residenzstraße 12, 80333 München
Roland Kuffler GmbH*

I.

The scope of services specified by the Customer regarding the meal and beverage sequence, number of persons, decoration requests as well as the start and end of the event is regarded as being bindingly agreed on upon signing by the Customer.

The Contractor reserves the right to make changes in the menu arrangement where parts of the menu must be replaced with similar foods or beverages due to reasons for which the Contractor, his legal representatives and vicarious agents are not responsible. Care must be taken here to ensure that the substitute product comes as close as possible to the quality of the product being replaced. Where the procurement of a necessary substitute incurs a cost increase of goods used of more than 5% the share of costs exceeding 5% will be charged additionally on the agreed price.

II.

The scope of services specified by the Customer and confirmed by his signature will be the basis for invoicing. An increase in the range of services and the beverage turnover will be charged on the basis of actual accrual.

Minor fluctuations (of up to 10%) of the number of guests being catered to are to be reported to the Contractor in writing by the latest 24 hours before start of the event.

In the case of a reduction of the number of persons by more than 10% or a cancellation of the order later than 14 days (in the case of events with more than 30 persons) or 7 days (in the case of events with up to 30 persons) before the start of the event, the Contractor will have the right to demand 50% of the menu price for the order or 50% of the minimum turnover from the reduction of the number of persons.

The Contractor reserves the right to assert further-reaching damage compensation claims upon provision of proof. The Customer will have the right to prove that no damage or considerably less damage than the lump-sum amount was incurred.

In the case of a significant reduction in the number of persons (>20%) the Contractor reserves the right to change the tables and rooms selected on the basis of the original number of persons and to place the guests elsewhere. The Contractor will make every effort to satisfy the ordering party's placement requests as far as possible.

III.

Where the order is not placed by the Customer himself or his legal representative, the representative of the Customer declares upon signing the order that he is authorized by the Customer. The Customer will remain the contract partner of the Spatenhaus an der Oper and accordingly, the addressee of the invoice, even where the order is carried out within the framework of a general service for a third party.

IV.

Upon placement of the order 50% of the menu price on the basis of the order is to be paid by the Customer in advance. The Contractor has the right to refuse catering for the event where the advance payment is not effected by the latest 14 days prior to the event.

The final invoice is due for payment at the end of the event. A different mode of payment is to be agreed on in writing prior to the performance of the event. Verbal ancillary agreements must be confirmed in writing in order to be valid. The order is to be carried out exclusively subject to the Contractor's GBT.

V.

Damage compensation claims by the Customer are excluded unless otherwise agreed here. The aforementioned damage compensation claims will also apply in favor of the legal representatives and vicarious agents of the Contractor where the Customer makes claims against them. Damage compensation claims for injury to life, limb and health and from cardinal breaches of contract are excluded from the above liability exclusion. Cardinal contractual duties are such whose fulfillment is necessary for achieving the objective of the contract. Likewise excluded from liability exclusion is liability for damage based on willful or gross negligent breach of duty by the Contractor, his legal representatives or vicarious agent. Provisions of the Product Liability Act (ProdHaftG) will remain unaffected.

VI.

The assignment or pledging of claims or rights the Customer is entitled to against the Contractor is excluded unless the Contractor gives his written approval. The Contractor is only obligated to give his approval where the Customer can prove a justified interest in the assignment or pledging.

VII.

The Customer will only have a right of set off where his claim for set off is res judicata or uncontested.

VIII.

The laws of the Federal Republic of Germany will apply exclusively to the contractual relations between the Contractor and Customer. The place of jurisdiction for all disputes arising from the present contractual relationship between the Contractor and Customer is the Contractor's seat where the Customer is a businessman, legal entity in public law or a special estate in public law.

IX.

Should a term of the present General Business Terms be invalid, this will not affect the validity of the remaining terms.