

## 1. Scope of Application

These General Terms and Conditions of Business apply to the services of Arena One GmbH ("AO") for events and catering. Customers' deviating or additional terms and conditions are rejected. They apply only if AO has declared its agreement expressly and in writing with them or a part of them.

## 2. Offers and Prices

Offered prices are net prices and are to be understood as being plus the applicable value added tax (currently 19 %).

## 3. The Formation and Content of Contracts

- 3.1. The contract is formed by returning the undersigned event agreement of AO by the customer. Amendments by the customer require the express agreement of AO. Verbal supplementary agreements or subsequent changes/additions to a contract are only binding if AO has confirmed them in writing.
- 3.2. If the customer is an intermediary and/or a promoter for a third party ("principal"), both are jointly and severally liable for the fulfilment of the obligations under the contract. With his, her or its signature under AO's offer, the intermediary/promoter declares that he, she or it is authorised by his, her or its principal. AO's contractual partners and customers and thus the invoicing address is initially the intermediary/promoter.

## 4. Scope of and Changes to Services

- 4.1. AO reserves the right to make changes to the composition of a menu in the event that, for reasons not due to AO, parts of the menu have to be replaced by equivalent food or drink. AO will strive to inform the customers promptly and will ensure that the substitute product comes as reasonably close as possible to the character of the replaced product.
- 4.2. The scope of services provided by the customer and confirmed in the offer through a signature serves as the basis of invoicing. Increases in the scope of services and the sales of drinks shall be charged for according to the sales that have actually occurred based on AO's usual event prices.
- 4.3. If the customer reports a change in the number of people by more than 10 %,
  - 14 days prior to the booked date in respect of events with more than 30 people or
  - 7 days prior to the booked date in respect of events with up to 30 people,

AO is entitled to charge the customer for the losses arising from the reduction in the number of people. In respect of late reporting with regard to a reduction in the number of people, AO can demand the full agreed payment.

4.4. In respect of events which exceed the agreed time, AO will charge a supplementary service charge per employee on the basis of the hourly wage of each employee required.

4.5. In respect of a considerable reduction in the number of people (>20%), AO reserves the right to choose premises other than those chosen based on the originally provided number of people and to change the placement of the guests. AO will strive to satisfy as far as possible the placement wishes of the customers.

## 5. Rescission

- 5.1. Insofar as expressly agreed in the contract, the customer is entitled to rescind the contract up to 14 days before the agreed date. If he, she or it declares the rescission:
  - sooner than 6 weeks before the agreed date, this is at no charge;
  - between 6 weeks and 14 days before the agreed date, AO is entitled to charge cancellation costs of up to an amount of 80% of the contract amount, unless the losses of AO are less and the customer can prove this.
- 5.2. Notwithstanding the above-mentioned regulation, AO may charge the customer for goods, materials and personnel services that have been procured specially for the event concerned and which AO cannot otherwise use.
- 5.3. Should the customer not exercise his, her or its right of rescission, the contract continues to be valid, with the result that the customer must then also pay the agreed remuneration when he, she or it has not availed himself, herself or itself of the ordered supplies and services. The remuneration also includes adequate compensation for lost food and drinks sales.
- 5.4. AO is also be entitled to withdraw from the contract for a reason justified by the facts, for example, force majeure, industrial disputes, (strikes and lockouts), through which there is not only a delay in performance, or which, through no fault of AO, make fulfilment of the contract by AO impossible or unreasonably difficult. The customer has no right to compensation in respect of a justified rescission.

## 6. Defects

Complaints by the customer about defects or quantity deviations in equipment made available by AO are to be notified immediately to AO. The services of AO are regarded as approved if not reported in time. In respect of defects to the equipment made available by AO, AO will, at its own discretion, either repair the object involved or supply a replacement, whereby several attempts at repair are permitted. If the repairs are not carried out in a suitable period or the replacement is also defective, the customer can demand reduction of the remuneration and, if the event is seriously affected, can withdraw from the contract. Otherwise the statutory provisions apply.

## 7. The Duties of the Customer

The provision of food and drinks as well as other services, which would normally be within the scope of a full service caterer, by the customer is permissible only after a separate, written agreement. AO can make its agreement subject to a suitable contribution from the customer to cover the overheads.

## 8. Remuneration and Payment Conditions

8.1. AO reserves the right to request 50% of the contract amount as a deposit with the acceptance of the customer of the offer. If AO avails itself of this right and this deposit has not been received 14 days after the receipt of a relevant request by the customer, however, no later than 14 days prior to the event, AO shall be entitled to rescind the contract and claim damages for non-fulfilment. The date and the name of the event is to be given on the payment instruction.

8.2. Billing abroad shall only be possible after prior agreement with AO.

8.3. The (final) invoice will be issued by AO subsequent to the event. The invoice amount is due for payment within 14 days after receipt of the invoice without deductions.

## 9. Liability

9.1. The customer is liable for all damage to objects in the possession of AO or which have been introduced by AO and which has been caused culpably by participants at or visitors to the event, employees or other third parties from the customer's area or the customer himself, herself or its self.

9.2. AO can request the provision of reasonable security from the customer (e.g. insurance, deposits, guarantees).

9.3. AO is liable for damage to the customer through breaches of duty to legal assets other than life, limb or health only in the event of these being caused as a result of gross negligence or intent. If the damage arises through a breach of material contractual obligations, AO shall also be liable in the case of simple negligence.

9.4. If the customer decides to take away unused food and drinks with him, her or it after the end of the event, AO shall assume no liability for damage caused by incorrect storage, transportation, hygienic handling or other improper handling and/or delayed consumption

## 10. Final Provisions

10.1. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG).

10.2. If the customer is a merchant within the meaning of the German Commercial Code [*Handelsgesetzbuch*], a legal entity under public law or a special fund under public law, Munich shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship. Furthermore, AO is entitled to bring an action before the court which has jurisdiction at the registered office of the customer.

10.3. The customer may only set off against AO's claims or assert a right of retention with counterclaims that are undisputed or determined to be legally valid.

10.4. Should individual provisions of these terms and conditions be or become invalid or unenforceable, the contract as a whole and the other provisions of these terms and conditions shall remain valid.

10.5. The contractual parties undertake to replace the invalid/unenforceable provision from the start of the invalidity/unenforceability by an equivalent provision which is as close as possible economically having regard to the interests of both parties. The same shall apply to any gaps.