

**I. Scope of application**

The following general terms and conditions shall apply to all services rendered by us based on the order placed with us by the customer or the effective contract concluded with our company by this.

**II. Offers, conclusion of the contract and contract changes**

With conclusion of the contract or after confirmation of the order placed with our company, the customer accepts these general conditions without limitation.

Any conditions declared by the customer that are deviating from this and that we have not accepted by written confirmation shall not be binding upon us.

If agreements are made or orders placed orally or by telecommunication, the spoken agreement shall only apply if confirmed by us in writing.

Any changes to the services to be rendered by our company shall also require written confirmation.

**III. Deliveries**

The deadlines agreed on in the contract shall generally apply.

We commit to complying with the deadlines designated by us in the offers.

If the agreed starting or end times are changed on the customer's request, we shall have the right to charge any resulting additional costs to the client.

**Delivery obstacles**

If any circumstances that are outside of the influence of thamm catering GmbH cause any delivery bottlenecks for our suppliers, resulting in bottlenecks for the delivery of individual ingredients, foods, drinks or equipment, thamm catering GmbH shall have the right to supply comparable ingredients, foods, drinks or equipment.

thamm catering GmbH not be liable if there is a circumstance outside of its scope of influence that makes it impossible for it to perform the planned delivery or to only do so with a delay in addition to this, such as such circumstances of force majeure as in the case of strike, natural disaster, violence or similar.

**IV. Transport costs**

The transport price for delivery of foods and drink or equipment shall depend on the scope of the effort. It shall be listed separately in the offer.

**V. Prices and price indication**

All prices designated are stated as net prices and excluding the respective VAT.

These prices are, of course, stated in Euro.

Any deviating information shall be marked by us specifically.

We reserve adjusting prices from offers that are at least 4 months old to the current price level and to recalculate the unit price if applicable.

**VI. Payment conditions**

Payment for services rendered by us shall be made at the latest by the 10<sup>th</sup> working day after issuing/delivery of the invoice.

If the client enters default of payment, we shall have the right to charge the dunning costs to him, along with default interest at 8% above the applicable base interest rate.

**VII. Cancellation of orders**

1. If an order placed with us is cancelled by the customer, cancellation fees shall arise for services already ordered.

The following shall apply:

If an event is cancelled at least 31 days before the event starts, there shall be no cancellation fees.

Contract value	cancellations costs
0,00 € - 199,99 €	= 100% on event day or 1 working day before the event starts = 50% on 2 - 5 working days before the event starts = no costs on 6 working days and earlier

<b>200,00 € - 999,99 €</b>	<ul style="list-style-type: none"> <li>= 100% on event day or later than 2 working day before the event starts</li> <li>= 50% on 3 - 10 working days before the event starts</li> <li>= no costs on 11 working days and earlier</li> </ul>
<b>1000,00 € - 2999,99 €</b>	<ul style="list-style-type: none"> <li>= 100% on event day or later than 3 working day before the event starts</li> <li>= 50% on 4 - 10 working days before the event starts</li> <li>= 25% on 11 - 15 working days before the event starts</li> <li>= no costs on 16 working days and earlier</li> </ul>
<b>3000,00 € or more</b>	<ul style="list-style-type: none"> <li>= 100% on event day or later than 3 working day before the event starts</li> <li>= 75% on 4 - 5 working days before the event starts</li> <li>= 50% on 6 - 10 working days before the event starts</li> <li>= 25% on 11 - 30 working days before the event starts</li> <li>= no costs on 31 working days and earlier</li> </ul>

2. The values or cancellation periods named above in item VII shall be determined by the time at which the written notice of cancellation is received by us.

Cancellation or rescission of a contract by thamm catering GmbH shall be permitted where the order causes considerable impairment to our business operation or where the planned order would endanger our safety or the reputation of our company. If such circumstances occur, the client shall not have any claim to damages from cancellation.

**Miscellaneous**

thamm catering shall have the right, under observation of the general personality rights, to take photographs for own commercial purposes.

If any of our above general conditions is inadmissible or invalid or if a provision regarding certain conditions is entirely missing, this shall not impair the effectiveness of the remaining provisions.