

# General Terms and Conditions (GTC)

**Thamm Catering GmbH**  
*Effective as of: July 1st, 2025*

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## I. Scope of Application

These General Terms and Conditions apply to all services provided by Thamm Catering GmbH based on the order placed and the resulting contract with the customer.

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## II. Offers, Conclusion of Contract, and Amendments

By concluding the contract or receiving the order confirmation, the customer accepts these terms and conditions without limitation.

Deviating terms and conditions of the customer are only valid if expressly confirmed in writing by us.

Oral or telephone agreements are only binding if confirmed by us in writing.

Any changes to our services must also be confirmed in writing.

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## III. Delivery

The deadlines agreed upon in the contract apply. We are bound to the dates specified in our offer.

If the customer requests changes to the agreed start or end times, we reserve the right to charge any resulting additional costs.

### **Delivery obstacles:**

In the event of supply shortages on the part of our suppliers due to circumstances beyond our control, we are entitled to deliver equivalent products or equipment.

We are not liable for delays or failures in delivery due to force majeure (e.g. strikes, natural disasters, acts of violence).

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## IV. Transport Costs

Transport costs for food, beverages, and equipment depend on the actual effort involved and will be listed separately in the offer.

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## V. Prices and Price Information

All prices are net prices in euros and are subject to the applicable value-added tax.

We reserve the right to adjust prices from offers older than four months to reflect current market conditions.

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## VI. Payment Terms

Payment is due no later than 10 working days after receipt of the invoice.

In the event of default in payment, we reserve the right to charge reminder fees and default interest at a rate of 8% above the base interest rate.

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## VII. Cancellations

### 1. Cancellation by the customer:

The following cancellation fees apply depending on the date the written cancellation is received by us:

Order Value	Cancellation Timing	Cancellation Fee
€0 – €199.99	1 working day prior or on the day of the event	100%
	2–5 working days prior	50%
	≥ 6 working days prior	none
€200 – €999.99	≤ 2 working days prior	100%
	3–10 working days prior	50%
	≥ 11 working days prior	none
€1,000 – €2,999.99	≤ 3 working days prior	100%
	4–10 working days prior	50%
	11–15 working days prior	25%
	≥ 16 working days prior	none
From €3,000	≤ 3 working days prior	100%
	4–5 working days prior	75%
	6–10 working days prior	50%
	11–30 working days prior	25%
	≥ 31 working days prior	None

**Note:** Within the meaning of these GTC, “*working days*” are defined exclusively as **Monday to Friday**. Saturdays, Sundays, and public holidays are not considered working days.

**2. Cancellation by Thamm Catering GmbH:**

We reserve the right to cancel an order if it significantly disrupts our business operations or poses a risk to the safety, reputation, or public image of our company. In such cases, the customer is not entitled to claim damages.

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**VIII. Miscellaneous**

Thamm Catering GmbH reserves the right to take photographs for commercial purposes, provided that personal rights are respected.

If any provision of these GTC is invalid or incomplete, the validity of the remaining provisions shall remain unaffected.