WEITBLICK

General Terms and Conditions of Weitblick Catering

§1 Scope, Conclusion of Contract, and Relevant Conditions

1.1 Weitblick Catering provides all deliveries and services in the catering area exclusively based on the following General Terms and Conditions (hereinafter referred to as GTC).

1.2 The GTC also apply to all additional and supplementary orders as well as for all future deliveries and services by Weitblick Catering, even if they are not agreed upon separately again.

1.3 Deviating contractual conditions of the customer shall not apply unless Weitblick Catering has expressly agreed to their validity in whole or in part. Even if Weitblick Catering refers to a document containing the customer's terms and conditions or refers to such, this does not constitute consent to the validity of those terms and conditions. The same applies to the acceptance of services or payments.

§2 Offers and Prices

2.1 Offers from Weitblick Catering are always non-binding. A contract is concluded when Weitblick Catering accepts the customer's order in writing by email, fax, or mail. If the service is provided by Weitblick Catering without an express declaration of acceptance, the contract is concluded with the commencement of the performance of the service under the conditions of the offer.

2.2 Deliveries and services are provided at the prices and special conditions of the respective offer, possibly including further conditions agreed upon in writing in individual cases.

§3 Dates

If Weitblick Catering also provides the space for catering, the following applies:
3.1 Dates are binding if they have been agreed upon as binding in writing in individual cases.

3.2 No claim to the subsequent conclusion of a contract can be derived from a reservation for a specific date. However, the customer and Weitblick Catering are obliged to promptly notify each other of a planned non-utilization or other allocation of the noted date.

3.3 It is at the sole discretion of Weitblick Catering to grant the customer an option for the desired date. During the validity of this option, Weitblick Catering is obliged not to allocate the date otherwise.

Unless otherwise agreed in individual cases, the option expires 3 calendar weeks after confirmation by Weitblick Catering without further explanation.

§4 Subject Matter of the Contract

4.1 The content, condition, scope, duration, and purpose of the deliveries and services to be provided by Weitblick Catering are conclusively determined by the offer signed

unchanged by the customer, unless otherwise agreed in individual cases. Furthermore, the rights and obligations of the parties arise from:

- The offer from Weitblick Catering
- These GTC
- The price list of Weitblick Catering
- The statutory provisions unless these GTC deviate from them

4.2 The customer specified in the order confirmation is simultaneously the organizer and bears the obligations arising from the execution of the event.

4.3 If offers are prepared according to the customer's specifications, especially documents provided by the customer, Weitblick Catering is entitled to rely on the accuracy and completeness of the customer's information.

4.4 The obtaining of any necessary official permits, licenses, or other permissions is only part of the offer if this is explicitly stated.

4.5 All rights to offers, plans, descriptions of concepts, etc. (Weitblick Catering materials) remain with Weitblick Catering unless expressly and in writing agreed otherwise. The customer acquires no rights to the Weitblick Catering materials. In particular, the customer is not entitled to use, exploit, reproduce, or distribute the Weitblick Catering materials elsewhere after rejecting an offer. Any transfer to third parties or modifications requires the written consent of Weitblick Catering.

4.6 Deliveries and services not explicitly mentioned are neither owed as a main nor as an ancillary performance unless these deliveries and services are essential for providing the explicitly mentioned services.

4.7 Weitblick Catering may demand compensation for the effort provided beyond the scope set in the offer if:

Weitblick Catering provides deliveries and services that go beyond the content and scope of the order confirmation, or Additional effort is required due to improper fulfillment of the customer's obligations.

4.8 If Weitblick Catering is entitled to demand compensation for the additional effort, it will be billed, unless otherwise agreed in writing between the parties, at the list prices as well as hourly and daily rates and billing sections applicable at the time of service provision by Weitblick Catering.

§5 Changes

5.1 Changes in type and quantity can be communicated by the customer up to 10 business days before the event date. Weitblick Catering will review the feasibility and, if possible, confirm the change request in writing.

5.2 In the case of a reduction in the number of participants, the originally agreed number of participants will be used as the basis. The customer has the right to reduce the agreed price by the expenses saved due to the reduced number of participants, which he must demonstrate individually.

5.3 In the event of an increase in participants, the actual number of participants will be billed.

5.4 If the agreed start or end times of the event are shifted and Weitblick Catering agrees to these deviations, Weitblick Catering can charge appropriately for its additional readiness to perform, unless Weitblick Catering is at fault.

§6 Compensation / Prices

6.1 The customer undertakes to pay all contractually agreed services and any additional services used. This also applies to services commissioned by the customer directly or via Weitblick Catering and provided by third parties, in particular, also for compensation claims of copyright management societies.

6.2 The billing of food costs is based on the prices in the offer and the reported number of guests. The final number of guests must be communicated to Weitblick Catering in writing 10 business days before the event date. A cost-effective reduction is no longer possible thereafter.

6.3 The billing of beverage costs is based on the prices in the offer and the reported number of guests. The final number of guests must be communicated to Weitblick Catering in writing 10 business days before the event date. A cost-effective reduction is possible until two business days before the event at 12:00 noon. Reported or unreported reductions in the number of guests as well as so-called "no shows" are charged at €10 per person.

6.4 If the customer is a business, all prices and price information are understood, even without explicit designation, in EURO excluding statutory taxes and levies and without other possibly arising public-law charges.

6.5 The offer prices are valid for three months from the contract conclusion. Thereafter, Weitblick Catering is entitled to pass on price increases from manufacturers or suppliers or wage increases to the customer. The customer can withdraw from the contract if the price increases by more than 10% over the price at the contract conclusion.

6.6 If the start or progress of the performance is delayed for reasons not attributable to Weitblick Catering, Weitblick Catering is entitled to separately bill the additional effort incurred. The calculation rates applicable on the day of execution by Weitblick Catering are decisive.

6.7 Additional expenses caused by incorrect information from the customer or other third parties attributable to the customer, by non-culpable transport delays, or by non-timely or improper preliminary services of the customer will be additionally billed to the customer. This also applies in particular to costs and fees for obtaining necessary official permits and licenses.

§7 Payment Terms

7.1 Weitblick Catering is entitled to invoice each individual service immediately after its provision.

7.2 Weitblick Catering is entitled to demand a reasonable advance payment or security. The amount of any advance payment depends on the circumstances of the individual case and can be up to 100% of the contract sum. As long as a possibly required advance payment or security has not been provided, Weitblick Catering is not obligated to perform the services. Regular case: 50% deposit at the signing of the offer.

7.3 If advance payments are required, they must be credited to the account of Weitblick Catering specified within 14 business days after the contract conclusion.

7.4 In the event of default in payment of a deposit, Weitblick Catering is entitled to demand interest at the rate of 5% of the deposit sum upon due date.

7.5 If a required deposit is due and not paid by the agreed date on the deposit invoice, Weitblick Catering is entitled to withdraw from the contract and claim damages.

7.6 Weitblick Catering is entitled to charge interest at the rate of 5% at the due date of a final invoice. In the event of delay in payment of a final invoice, Weitblick Catering is entitled to charge interest at the rate of 5% for consumers and 9% above the base interest rate for commercial transactions. The right of Weitblick Catering to claim higher damages remains unaffected.

§8 Rental Provision

8.1 All equipment delivered by Weitblick Catering remains the property of Weitblick Catering and is only provided on a rental basis.

8.2 Equipment provided on a rental basis (e.g., dishes, cutlery, glasses, table linens, etc.) must be handled carefully by the customer and returned immediately after the end of the event. The customer is liable for full compensation for damaged, destroyed, or lost items at the cost of restoration (for damages) or the cost of new acquisition (for destruction or loss).

8.3 Return confirmations by Weitblick Catering are always subject to a specific inspection.

8.4 Rental fees are calculated by calendar days. The day of takeover is considered the start of the rental, and the day of return of the rented item is considered the end of the rental. For delayed returns, the full rental fee for one additional day is owed for each additional day.

§9 Acceptance by the Customer

When providing food and beverages, immediate acceptance of deliveries and/or services by Weitblick Catering is typically required. Therefore, the customer is obliged to accept the goods and services provided timely and qualitatively by Weitblick Catering. If this is not possible on time, or if the customer refuses acceptance for reasons not attributable to Weitblick Catering or without stating reasons, the risk of accidental loss of the deliveries or services transfers to the customer at the moment the goods and services are provided. In this case, Weitblick Catering is released from the respective obligation to perform.

§10 Specifications of Characteristics

10.1 If the offer specifications from Weitblick Catering differ from general product descriptions, samples, or presentations, only the specifications and descriptions in the offer from Weitblick Catering are binding. Described product features by manufacturers do not become part of the quality agreement.

10.2 Variations in size, appearance, weight, consistency, taste, smell, or other characteristics of the processed food items by Weitblick Catering are inevitable. Liability for specific qualities and characteristics of the deliveries and services from Weitblick Catering is only assumed if these qualities and/or characteristics have previously been expressly designated as legally binding quality specifications by Weitblick Catering.

10.3 Changes to the products and services from Weitblick Catering caused by external factors beyond their control (especially environmental influences, technical conditions at the location, availability of fresh goods) may be passed on to the customer by Weitblick Catering without restriction, and the customer cannot derive any claims against Weitblick Catering from this.

§11 Withdrawal by the Customer

11.1 A withdrawal by the customer presupposes that a contractual right of withdrawal has been agreed with Weitblick Catering or that a statutory right of withdrawal exists.

11.2 Any agreed right of withdrawal can only be exercised free of charge up to the contractually agreed date. Thereafter, the customer's right of withdrawal expires.

11.3 If a contractual right of withdrawal does not exist or no longer exists and Weitblick Catering does not agree to a mutual cancellation, Weitblick Catering retains the claim to the agreed remuneration even if the service is not used. Weitblick Catering must offset income from other acquisitions and any saved expenses. The saved expenses can be standardized according to the following provisions in section 4. The customer's right to prove that no or a lower claim has arisen than demanded remains reserved.

11.4 Cancellation costs upon withdrawal by the customer:

- From contract signing – 30 business days before the event begins: 50% of the total costs
- 30 - 15 business days before the event begins: 70% of the total costs
- 14 business days to the start of the event: 100% of the total costs

11.5 In any case, the customer is obliged to reimburse Weitblick Catering for the costs incurred by the customer's withdrawal (e.g., from non-cancellable liabilities). Exception: Force majeure (e.g., official order due to a pandemic). If an event prohibition by the authorities applies on the day of the event, then only 10% of the total costs of the signed offer are due. These 10% costs consist of the effort for the offer preparation and consultation. Possible trial meals and on-site appointments are to be considered separately.

§12 Withdrawal by Weitblick Catering

12.1 Weitblick Catering is entitled to withdraw from the contract without prejudice to further legal rights if:
a) the customer either does not make the payments or provide the evidence required by him on time or fails to meet other contractually assumed obligations despite a reminder,
b) the customer changes the purpose of use/employment without the consent of Weitblick Catering,
c) disruptions to public safety and order, personal or property damage, or damage to the reputation of the lessor under § 9 Clause 1 threaten,
d) the necessary governmental permits or licenses for the execution of the rental are not granted,
e) the object of the contract cannot be provided or the services cannot be performed due to force majeure.

12.2 The withdrawal must be declared to the customer without delay.

12.3 If the withdrawal is caused by the customer, Weitblick Catering may claim the costs incurred and contractually agreed up to the point of withdrawal as well as non-cancellable obligations from the customer.

§13 Liability

13.1 The customer is liable for any objects brought in by him, as well as for all personal and property damage caused culpably in connection with the event by him, his agents, guests, or other third parties who come into contact with the event at his instigation, and indemnifies Weitblick Catering from third-party claims for damages.

13.2 Weitblick Catering is liable under statutory provisions for damages:
a) resulting from injury to life, body, or health,
b) caused by intentional or grossly negligent breaches of duty by Weitblick Catering or its legal representatives or vicarious agents,
c) due to the absence or elimination of a warranted feature or for breach of a quality guarantee.

13.3 Furthermore, Weitblick Catering is liable, limited to the replacement of the contract-typical, foreseeable damage, for such damages that are based on a slightly negligent breach of cardinal obligations or essential contractual obligations by Weitblick Catering or one of its legal representatives or vicarious agents.

13.4 For other damages based on slightly negligent behavior, Weitblick Catering's liability is limited per case of damage to the simple amount of the compensation for the event.

13.5 Liability under the Product Liability Act remains unaffected.

13.6 Weitblick Catering is not liable for impairments due to force majeure (e.g., weather events, floods).

13.7 Any liability of Weitblick Catering beyond the aforementioned is excluded; this particularly applies to any non-fault-based liability for initial defects of the rented item

according to § 536a Section 1 BGB due to defects that were present at the time of contract conclusion.

§14 Miscellaneous

14.1 The customer may only offset claims by Weitblick Catering with undisputed or legally established counterclaims.

14.2 The customer is not entitled to assert a right of retention on objects rented or otherwise provided by Weitblick Catering.

14.3 The customer's rights under this contractual relationship can only be transferred with prior consent from Weitblick Catering.

14.4 German law applies.

14.5 The place of fulfillment for all obligations arising from the contract for both parties is Munich.

14.6 Should any provisions of these contractual conditions be or become wholly or partly invalid, the remaining provisions shall remain legally valid according to the intent of the parties. In such a case, the invalid provision shall be replaced by one that comes closest to the intent of the parties in a legally permissible manner.

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Weitblick GmbH
Sapporobogen 6-8
80637 München

Geschäftsführung:
Falk Schmieder