

**GENERAL TERMS OF CONTRACT (GTC)  
OF THE COMPANY 40SECONDS SERVICE GMBH**

**§ 1 Scope of Validity**

1. The respective, currently valid version of these "General Terms of Contract for Gastronomy Services Providers" are applicable in relation to companies, persons engaged in trade and commerce, public legal entities, or special estates under public law (hereinafter referred to collectively as entrepreneur) also for all future contractual relationships. Any additional or contradictory terms of contract of our customers are only applicable if 40seconds Service GmbH has given its prior, express approval in writing. If deviating agreements are made with the contract partner in the Catering or Gastronomy Services Contract, these shall always take precedence over the corresponding stipulations in the framework of these terms of business.

2. Customer' orders referring to their own terms of business shall in no case result in the application of deviating or conflicting terms and conditions of business even if 40seconds Service GmbH draws no special attention to this again during the performance of the contract.

**§ 2 Offers and Conclusion of Contracts**

1. Offers made by 40seconds Service GmbH for the provision of gastronomy and other services are subject to confirmation, also when they are signed. Only if the renter (hereafter referred to as customer) places an order on the basis of a non-binding offer is this legally regarded as an offer to conclude a contract. Acceptance of an offer to conclude a contract on the part of 40seconds Service GmbH can take up to two weeks. An offer may be deemed accepted and a contract concluded, also without being in written form, by rendering the service.

2. The customer shall give written notification of the exact number of participants at least 10 working days before the beginning of the event. This information is binding and can be modified in agreement with 40seconds Service GmbH by a maximum of 5% of the originally stated number of persons up to 5 working days before the beginning of the event at the latest.

3. In the interests of quality and in regard to the food hygiene regulations, the time duration for a buffet to be laid out is limited to a maximum of four hours. If the buffet to be ordered is required to be laid out over a longer period of time, the customer may arrange with 40seconds Service GmbH to distribute the total amount of the order over several time intervals.

### **§ 3 Loss or Damage Liability**

No liability is assumed for loss or damage of objects brought along by the customer or his guests unless a chargeable safe-keeping agreement is concluded or the damages result from gross negligence or deliberate intent on the part of 40seconds Service GmbH or its vicarious agents or assistants.

### **§ 4 Prices and Payment**

1. Settlement is based on the number of participants stated by the customer and possibly modified later and/or on the amounts ordered.
2. Settlement for cold drinks is based, as a matter of principle, on the actual consumption unless binding amounts or fixed sums have been expressly agreed.
3. If the customer desires a limit on the drinks to be served, this shall be stipulated in writing in the order or on acceptance of the offer at the latest.
4. All prices shall be understood as being subject to additional VAT unless an inclusive price has been expressly agreed, in which the VAT is already included.
5. Unless otherwise stated, the prices stated in the offer made by 40seconds Service GmbH are fixed for 14 days from the date of said offer. Additional deliveries and services will be charged separately.
6. The net amount of the invoice shall be paid without deductions at the latest 14 days after receipt of the invoice. At the latest 30 days after receipt of the invoice the customer falls into arrears. For commercial customers, the late payment interest rate, in accordance with §288 II of the German Civil Code (BGB), is 8 percentage points above the interest rate of the European Central Bank for its main refinancing operations; for non-commercial consumers it is 5 percentage points above said base interest rate. The right to claim higher interest for other legal reasons and the right to assert further late payment damage claims shall remain unaffected by this.
7. If the customer and the event organiser are not one and the same, both shall be deemed liable as joint and several debtors. If the addressee of the invoice is not identical to the customer, the customer shall present a binding statement from the invoice addressee in regard to covering the costs.

### **§ 5 Securities**

1. 40seconds Service GmbH is entitled to demand from the customer a payment in advance of up to 100% of the order amount. Advance payments become due at the latest 14 days before the event.
2. If 40seconds Service GmbH demands an advance payment from the customer within a determined deadline, acceptance of the order is under the condition precedent that the payment is made within the agreed deadline.

3. In lieu of the advance payment under Point 1, 40seconds Service GmbH can also make a separate contractual agreement in regard to terms of payment, which shall then take precedence over payment conditions stipulated in these provisions.

#### **§ 6 Flat-rate Remuneration Entitlement**

1. If the customer cancels the contract or if the event is not carried out, 40seconds Service GmbH shall be entitled to demand the following flat-rate remuneration for deliveries and services provided prior to cancellation:

GTC of the company 40seconds Service GmbH, continued

- cancellation up to the 15th day before the beginning of the event: 50 % of the order value
- cancellation as from the 14th day before the beginning of the event: 100 % of the order value

2. The customer is entitled to present proof that 40seconds Service has accrued no loss or has not accrued a loss to this amount.

#### **§ 7 Service and performance obligations, cut-off period for reporting defects, assignment prohibition**

1. Delays in the provision of deliveries and services for reasons of force majeure and due to events that considerably impede or make it impossible for 40seconds Service GmbH to render the services agreed, in particular these include strikes, lock-outs, official administrative orders, also when these involve suppliers and sub-suppliers, do not fall under the responsibility of 40seconds Service GmbH, also in the case of binding agreements in regard to deadlines.

2. The customer shall report obvious defects in regard to the service immediately by word of mouth and at the latest within 2 weeks in writing to 40seconds Service GmbH. Delayed reporting of a defect leads to exclusion of the warranty and liability on the part of 40seconds Service GmbH.

3. Claims against 40seconds Service GmbH may not be assigned in so far as the customer is a business.

#### **§ 8 The collecting, processing and use of data**

To achieve the contractually agreed business objectives, 40seconds Service GmbH collects, processes and uses the person-related data received under adherence to the legal regulations in regard to data protection.

#### **§ 9 Liability**

1. For ordinary negligence, 40seconds Service GmbH is excluded from any liability as long as there is no breach of any essential contractual obligations.

2. In the event of a breach of essential contractual obligations, liability for damages on the part of 40seconds Service GmbH, in cases of ordinary negligence, is limited to the immediate, average damages, foreseeable according to and typical of the type of agreement.

3. In so far as liability is excluded or limited according to these provisions, this shall also apply to the vicarious agents and assistants of 40seconds Service GmbH.

4. The aforesaid exclusions and limitations of liability do not apply in the case of culpable injury to life, limb or health of persons, properties guarantees and in the case of legal liability according to the product liability law.

#### **§ 10 Final provisions and legal venue**

1. This contractual relationship is subject exclusively to German law.

2. In so far as the Principle is a business enterprise in the meaning of the German Commercial Code, a legal entity under public law or a special assets entity under public law or if the Principle has no legal venue in Germany, the exclusive legal venue for all disputes arising directly or indirectly from this contractual relationship is Berlin. The competent court of jurisdiction is the district court of Berlin Charlottenburg

3. Should individual clauses of these general terms of contract be or become ineffective, this shall not affect the remaining clauses of the agreement. In this case, the ineffective provision shall be complemented or amended to the effect that the intended business objective is achieved.

40seconds Service GmbH

07.09.2017