

General Terms and Conditions for Coffee Catering, Franz Grünwald

March 2024

My aim is to help make your event as pleasant as possible. This also means that you should know exactly what services my employees and I provide, what we stand for and what obligations you have towards me.

1. scope of application of the GTC

1.1. The following General Terms and Conditions (GTC) apply exclusively to all legal transactions of Baristaschule Franz Grünwald e. U., Kaserngasse 16, A-2000 Stockerau - hereinafter referred to as "we" or "Contractor" - with the contractual partner - hereinafter referred to as "Client".

1.2 Our General Terms and Conditions shall also apply in the version valid at the time of commissioning as a framework agreement for all future transactions of the same type with the Client, without us having to refer to them again in each individual case. We shall inform the Client of any changes at the latest upon conclusion of the respective contract.

1.3. We do not recognize the inclusion of terms and conditions of the Client that conflict with or deviate from our present General Terms and Conditions unless we have expressly agreed to their validity in writing. We shall not recognize them even if we do not expressly object to them after receipt or if we provide a service for the Client without reservation.

2. contract language

The contract language is German.

3. subject matter of the contract

The Contractor offers a catering service. An exact description and list of the services offered will be specified in an individual offer.

4. | Conclusion of contract

4.1 Our offers for services are subject to change and non-binding, unless, by way of exception, there is an express intention to be legally bound. A contract shall only come into effect upon our order confirmation and exclusively on the terms and conditions that we confirm. We shall issue the order confirmation in writing or by e-mail.

4.2 By concluding the contract, the Client makes a binding declaration to accept the services ordered and to provide its services to the Contractor in accordance with the order.

4.3 Amendments to the contract or deviations also require our written confirmation. The Contractor's service personnel are not authorized to make verbal collateral agreements or give verbal assurances that go beyond the content of the written contract or amend it.

4.4 If the customer wishes to change the scope of services at such short notice after conclusion of the contract that a contract amendment in accordance with Section 4.3. can no longer be made, the Contractor is entitled, but not obliged, to change the scope of services at the request of the customer. If the Contractor implements the changes, it shall be entitled to

charge for the additional expenses incurred as a result. Additional expenses in this sense may include, in particular, costs incurred as a result of the Contractor having to run errands at short notice and/or not being able to procure goods from its usual suppliers on the agreed terms in order to be able to fulfill the Client's change request. Any additional organizational work required shall be invoiced on a time basis. The Contractor shall apply an appropriate hourly rate based on the qualifications and experience of the respective employee and show the additional organizational work on the invoice accordingly.

5. terms of payment

5.1 All prices are net prices in euros, even without express designation, and are subject to statutory VAT.

5.2 Unless otherwise agreed, payments by the Client shall be made as follows: Invoices are due for payment without deductions no later than 14 days after receipt of the invoice and the service.

5.3 In individual cases, we may demand an advance payment of up to 50% of the order value. We shall declare a corresponding reservation with the order confirmation at the latest.

5.4 If the Client is in default with the settlement of advance payments, we are entitled to withhold or suspend all services, in particular preparatory services, until payment has been made or to withdraw from the contract.

5.5 If the Client is in default of payment, reminder fees of up to EUR 6.00 per reminder and default interest of 12% p.a. as well as the costs of judicial and extrajudicial collection measures may be charged.

5.6 Payments shall not be deemed to have been made to us until they have been credited to our account. Any charges incurred, in particular in the case of payment or transfer from abroad, regardless of the type, shall be borne by the debtor. We cannot accept checks, bills of exchange and acceptances as means of payment.

6. right to withdraw from the contract

6.1 The Contractor is entitled to withdraw from the contract if force majeure or other circumstances for which it is not responsible make it impossible to fulfill the contract.

6.2 The Contractor is entitled to withdraw from the contract if events are booked with misleading or false information about the person of the customer, the Client, the event participants or the purpose of the event.

6.3 Cancellations by the Client must be made in writing (by registered letter or by e-mail to office@baristaschule.at) to the Contractor.

6.4 If the Client terminates the contract as a whole or - if agreed - individual items of the contract, the Contractor may demand appropriate remuneration for all work performed up to the date of termination. The Contractor may demand the following flat-rate compensation for booked services, regardless of the contract conclusion date, in the event of total or partial cancellation:

- 2 months before the event: 20 % of the agreed amount
- 1 month before the event: 40 % of the agreed amount
- 14 days before the event: 60 % of the agreed amount
- 7 days before the event: 80 % of the agreed amount
- from the 7th day before the start of the event: 100 % of the agreed amount

7. duration of contract

The contract concluded between the Client and the Contractor shall commence and end on the specifically and individually agreed date.

8. offsetting, right of retention

8.1 Offsetting against our payment claims is only possible with undisputed or legally established counterclaims.

8.2 The Client shall not be entitled to assert a right of retention to items provided by us on loan, on hire or in any other way.

9. insurance and official concessions

9.1 Obtaining any necessary official or other approvals is the responsibility of the Client and only forms part of the offer if this has been expressly agreed in writing.

9.2 The Client shall be responsible for taking out any insurance policies relating to the event and shall bear the associated costs

10. exclusivity, confidentiality, contractual penalty

10.1 For the duration of the provision of the service, the Client is not entitled to offer, purchase or have the service provided by the Contractor provided elsewhere within a radius of one kilometer of the event location.

10.2 All of the Contractor's concepts and offers are subject to copyright. They may not be disclosed or made available to third parties, in particular competitors, even in excerpts.

10.3 For each case of culpable infringement by the Client of the above obligations under this clause 10, the Client undertakes to pay a contractual penalty to be determined by the Contractor at its reasonable discretion and, in the event of a dispute, to be reviewed by the competent court. The assertion of further damages, but with full offsetting of the contractual penalty, or a claim for injunctive relief shall remain unaffected.

11. | Duty to cooperate

11.1 In the case of delivery contracts, the Client must ensure that the Contractor has free access to and from the event site and ground-level access to the event area. The Client must provide the Contractor with precise hall/terrain plans and site plans of the event location no

later than eight days before the start of the event. Any official permits that may be required must be obtained by the Client.

11.2 Access authorizations for all personnel and parking permits shall be provided by the Client.

11.3 The Client undertakes to store the Contractor's equipment - where necessary - with the care required in traffic and to protect it against damage. The Contractor reserves the right to assert any claims for damages against the Client arising from improper storage.

12th | Warranty

12.1 Should defects occur, the Client shall give the Contractor the opportunity to rectify the defects within a reasonable period of time.

12.2 The Client must report obvious defects immediately. If the Client fails to comply with this obligation, its warranty rights shall lapse in this respect.

12.3 The Client must inspect the delivered items upon acceptance and report any defects immediately.

13th | Liability

13.1. In cases of slight negligence, liability of the Contractor and its employees, subcontractors or other vicarious agents ("personnel") for property damage or financial loss of the Client is excluded, regardless of whether it concerns direct or indirect damage, loss of profit or consequential damage, damage due to delay, impossibility, positive breach of contract, fault upon conclusion of the contract, defective or incomplete performance. The injured party must prove the existence of gross negligence. This exclusion does not apply to personal injury.

13.2. Any liability of the Contractor for claims asserted against the Client by third parties on the basis of the service provided by the Contractor is expressly excluded if the Contractor has complied with its duty to inform or if such a duty was not recognizable to it, whereby slight negligence shall not be detrimental. In particular, the Contractor shall not be liable for legal costs, the Client's own legal fees or the costs of the publication of judgments or for any claims for damages or other third-party claims; the Client shall indemnify and hold the Contractor harmless in this respect.

13.3. The Client's claims for damages shall expire six months after knowledge of the damage, but in any case after three years from the Contractor's act of infringement.

13.4. Any special safety precautions, health measures and the like that are required for the provision of services shall be provided by the Client. Should the Contractor provide these measures or devices, the Client shall bear the costs thereof.

13.5. All damage caused to or in the Client's premises or to furniture, equipment and premises provided or rented due to damage, improper use or burglary shall be borne in full by the Client. Any claim for compensation against the Contractor is excluded.

13.6. In the event that a claim is made against the Contractor due to misconduct on the part of the Client, the Client shall indemnify and hold the Contractor harmless. The Client shall compensate the Contractor for all financial and other disadvantages (including immaterial damage) incurred by the Contractor as a result of a claim by a third party.

13.7. Damage caused by damage, improper use, theft or burglary or other harmful actions by guests, customers, employees or Contractors of the Client or by third parties to property (e.g. real estate, equipment, furnishings, fittings, etc.) of the Client or third parties shall be borne by the Client. Any claim for compensation against the Contractor is excluded.

14. place of jurisdiction

14.1. Should individual points of these General Terms and Conditions for Catering Contracts be invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof.

14.2. Amendments and/or additions to these General Terms and Conditions for Catering Contracts must be confirmed in writing by the Caterer/Contractor in all cases.

14.3. The place of performance for both the Contractor's and the Client's services shall be Stockerau exclusively.

14.4. Any disputes arising out of or in connection with these General Terms and Conditions for Catering Contracts shall be settled by the competent court at the Contractors registered office. However, the Contractor shall also have the right to take legal action at the Client's general place of jurisdiction.

14.5. For all actions brought against a consumer within the meaning of the Austrian Consumer Protection Act (KSchG) who has his domicile, habitual residence or place of employment in Austria due to disputes arising from or in connection with these General Terms and Conditions for Catering Contracts and the contracts concluded on the basis thereof, one of the courts in whose district the consumer has his domicile, habitual residence or place of employment shall have jurisdiction.

For consumers who are not resident in Austria at the time the contract is concluded, the statutory places of jurisdiction shall apply.

14.6. Austrian substantive law shall apply exclusively to the exclusion of conflict of law rules. The application of the UN Convention on Contracts for the International Sale of Goods and the IPRG is expressly excluded.

14.7. Mandatory rights of a consumer under the Consumer Protection Act are not restricted by these General Terms and Conditions for Catering Contracts. The General Terms and Conditions for Coffee Catering, Franz Grünwald, apply to all points not mentioned separately in this offer. With your signature or written confirmation of the offer, these become an express part of the agreement.