

It is our objective to make your event as enjoyable as possible. Therefore, you should also know exactly which services we render, what we vouch for and which liabilities you have to us.

1. Scope

- 1.1. The following General Standard Terms and Conditions (GSTC) shall exclusively apply to all legal transactions of Lauble Bauer GbR – hereinafter referred to as “we” or “Contractor” – with the contracting party – hereinafter referred to as “Client”.
- 1.2. Our GSTC shall apply in the version currently valid at the time of commissioning and also as general agreement for all future transactions of similar type with the Client without the need to refer to them in every individual case. We shall inform the Client about any changes no later than at the time of conclusion of the respective contract.
- 1.3. We shall not acknowledge the inclusion of conflicting terms and conditions of the Client or terms and conditions that differ from the GSTC at hand unless we expressly agree to their validity in writing. We shall not acknowledge them even if we do not expressly contradict them or render services to the Client without reservation.

2. Subject matter of the contract

The Contractor shall offer catering services. A more specific description and list of the range of services shall be laid down in an individual offer.

3. Conclusion of contract

- 3.1. Our service offer shall remain subject to alteration and non-binding unless an express intention to create a legally binding relationship occurs by way of exception. Any contract shall only be concluded upon our order confirmation and exclusively at the terms and conditions we confirm. We shall confirm orders in writing or by e-mail.
- 3.2. The Client shall bindingly declare at the time of contract conclusion that he will accept the services commissioned and deliver his performance to the Contractor as laid down in the contract.
- 3.3. Contract amendments or deviations shall also require our written confirmation. Service staff of the Contractor shall not be entitled to conclude verbal side agreements or to give verbal assurances beyond the contents of the written contract or to change the contract.
- 3.4. If the Client wishes to amend the scope of services after contract conclusion at such short notice that a contract amendment pursuant to Section 3.3. is no longer possible, the Contractor shall be entitled but not obliged to amend the scope of services upon request of the Client. If the Contractor implements the change, he shall be entitled to charge the additional expenses incurred. To this effect, additional expenses may particularly include costs resulting from the fact that the Contractor has to run errands at short notice and/or cannot procure goods from his usual suppliers at the agreed conditions in order to meet the change request of the Client. Any additional organizational requirement shall be billed on the clock. The Contractor shall take an adequate hourly rate depending on the qualification and experience of the respective employee as a basis and accordingly invoice any further organizational requirement.

4. Payment terms

- 4.1. All prices are net prices quoted in euros excluding the statutory value-added tax even if this is not explicitly mentioned.
- 4.2. Unless otherwise agreed, payments of the Client shall be made as follows: Invoices shall be due and payable within 14 days upon receipt of invoice and service without any deductions.
- 4.3. In individual cases, we may require an advance payment in the amount of up to 50% of the order value. We shall explain respective reservations upon order confirmation.
- 4.4. If the Client is in default of the advance payment, we shall be entitled to withhold or suspend any – particularly preparatory – services until payment or to withdraw from the contract.
- 4.5. If the Client defaults on his payment obligation, the default interest rate for consumers shall be calculated pursuant to section 288 subsection 1 sentence 2 German Civil Code (BGB); if the Client is not a consumer, the default interest rate shall be calculated pursuant to section 288 subsection 2 German Civil Code (BGB). Our entitlement to commercial maturity interest pursuant to section 353 German Commercial Code (HGB) vis-à-vis merchants shall remain unaffected.
- 4.6. Payments to our company shall only be deemed made upon credit to our account. Any expenses incurred, particularly expenses in case of payments or transfers from abroad, of whatever kind, shall be borne by the payer. We do not accept checks, bills of exchange and bills of acceptance as means of payment.

5. Right of withdrawal from the contract

- 5.1. The Contractor shall be entitled to withdraw from the contract if force majeure or other circumstances beyond our control render the fulfillment of the contract impossible.
- 5.2. The Contractor shall be entitled to withdraw from the contract if events are booked under misleading or false information about essential facts or the person of the customer, the Client, the event participants or the purpose of the event.
- 5.3. Cancellations of the Client must be made in writing to the Contractor (by registered letter or e-mail to info@lauble-coffee.com).
- 5.4. If the Client terminates the contract in its entirety or – where agreed – individual items of the contract, the Contractor may demand adequate remuneration for any work performed until termination. The Contractor may demand the following lump-sum compensation irrespective of the date of contract conclusion in case of full or partial cancellation of the services booked:
 - 2 months before the event: 20% of the amount agreed
 - 1 month before the event: 40% of the amount agreed
 - 14 days before the event: 60% of the amount agreed
 - 7 days before the event: 80% of the amount agreed
 - from the 7th day prior to the start of the event: 100% of the amount agreed

6. Term of contract

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

7. Offsetting, right of retention

- 7.1. Offsetting of our payment claims shall only be permissible where established counterclaims are undisputed or legally binding.
- 7.2. The Client shall not be entitled to assert any right of retention to objects provided by our company by way of rent, lease or in any other way.

8. Exclusivity, confidentiality, contractual penalty

- 8.1. The Client shall not be entitled to offer, procure or have third parties render the services rendered by the Contractor within one kilometer of the event location for the duration of the service provision.
- 8.2. Any concepts and offers of the Contractor shall be subject to copyright law. They may not be disclosed or made available – even in part – to third parties, particularly not to competitors.
- 8.3. In case of culpable infringement of the aforementioned obligations under this Section 8 by the Client, the Client shall be obliged to pay a contractual penalty to be determined at the Contractor's reasonable discretion, to be examined by the court of competent jurisdiction in case of dispute. The assertion of further damages – taking into account the contractual penalty – or injunctive relief shall remain unaffected.

9. Duty to cooperate

- 9.1. In case of delivery contracts, the Client shall ensure the free vehicle access to and from the event premises and ground-level access to the event area to the Contractor. The Client shall provide to the Contractor detailed hall/site plans of the event premises no later than eight days before the commencement of the event. Possibly required official permits shall be obtained by the Client.
- 9.2. Access authorization for the entire staff as well as parking permits shall be provided by the Client.
- 9.3. The Client shall be obliged to store the equipment of the Contractor – where required – with due care and to protect it from damage. The Contractor shall reserve the right to assert any damage claims vis-à-vis the Client resulting from improper storage.

10. Warranty

- 10.1. In case of any defects, the Client shall give the Contractor the opportunity to subsequent improvement within an adequate period of time.
- 10.2. The Client shall immediately report obvious defects. If the Client fails to comply with this obligation, his warranty right shall lapse to that extent.
- 10.3. The Client shall examine the objects delivered upon acceptance and immediately report defects. Section 377 German Commercial Code (HGB) shall apply accordingly.

11. Liability

- 11.1. We shall be liable in accordance with the statutory provisions if the Client asserts claims for damages due to intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. To the extent that we are not accused of intentional breach of contract, liability for damages shall be limited to foreseeable, typically occurring damage. Typical, foreseeable damage is the type of damage that relates to the protective purpose of the respectively infringed contractual obligation or statutory rule upon application of an objective standard.
- 11.2. We shall be liable in accordance with the statutory provisions if we culpably violate an essential contractual obligation. Essential contractual obligations shall constitute obligations whose fulfillment determines the contract and on which the Client may rely. In this case, however, liability for damages shall be limited to the foreseeable, typically occurring damage.
- 11.3. Any further liability for damages than the liability laid down in the aforementioned conditions in detail shall – regardless of the legal nature of the claim asserted – be excluded. This shall particularly apply to damage claims resulting from negligence at the time of conclusion of the contract, due to other breaches of duty or due to tortious claims for compensation for property damage pursuant to section 823 German Civil Code (BGB).
- 11.4. The aforementioned limitations shall also apply if the Client demands replacement of useless expenses instead of performance in lieu of a claim for damage compensation.
- 11.5. Liability due to culpable injury to life, body or health and in accordance with the Product Liability Act (ProdhaftG) shall remain unaffected.
- 11.6. To the extent that liability for damages to us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees and staff, employee representatives and vicarious agents.
- 11.7. Section 254 German Civil Code (BGB) shall apply. Accordingly, the Client shall be obliged to keep possibly occurring damage as low as possible and to take any required and reasonable measures for the limitation of damage.
- 11.8. The Client shall internally indemnify the Contractor from third-party claims due to damages resulting from the violation of cooperation duties pursuant to Section 9.

12. Place of jurisdiction

If the Client is a merchant, legal entity under public law or special fund under public law, our registered office in 82031 Grünwald (Germany) shall constitute the exclusive – also international – place of jurisdiction for any disputes resulting directly or indirectly from the contractual relationship. The same shall apply if the Client is an entrepreneur within the meaning of section 14 German Civil Code (BGB), has no general place of jurisdiction within Germany or his place of residence or habitual residence is unknown at the time the action is filed. However, we shall also be entitled to file action at the place of performance of our service or the general place of jurisdiction of the Client in all cases. Statutory provisions of prime importance – particularly exclusive jurisdictions – shall remain unaffected.

13. Applicable law

The law of the Federal Republic of Germany shall apply to these GSTC and the contractual relationship between us and the Client excluding the conflict of law rules of German International Private Law (IPR).