



## General Business Terms for Banquet Orders „Mangostin Asia“ Gastronomie- und Handelsgesellschaft mbH&Co.BetriebsKG

### I. Scope of Application

The present business terms will apply to all contracts for banquet orders as well as all goods and services supplied to the Contractor in this context at the business sites of “Mangostin Asia” Gastronomie- und Handelsgesellschaft mbH&Co.BetriebsKG (=Contractor). The Client’s general business terms will only apply where this was expressly agreed in writing.

### II. Conclusion of the Contract and Contractual Partners

1. The contract will be concluded upon acceptance of the Client’s order by the Contractor; they are the contracting parties. Where the Client/ordering party is not the event host himself or where the host hires an agent or organizer, the host will be jointly and severally liable together with the Client/ordering party for all duties arising from the contract provided that the Contractor has the respective declaration.
2. Upon conclusion of the contract, the Client must pay 50% of the menu price on the basis of the order to the Contractor as an advance payment or as a credit card guarantee. Where the Client does not have his business domicile or residence in Germany, the Contractor may additionally request a further advance payment or credit card guarantee up to the complete agreed remuneration. The payment order by the Client must specify the date and name of the event.
3. In legitimate cases such as where the Client is in arrears with payment or the scope of the contract is extended, the Contractor will have the right to request a further advance payment or credit card guarantee up to the full amount of the menu price on the basis of the order.
4. The Contractor has the right to rescind the contract where advance payment of the menu price has not been effected by the latest 14 days before the event.

### III. Services, Prices, Payment

1. The scope of services specified by the Client is regarded as bindingly agreed on with regard to the food and beverage sequence, number of persons, decoration requests as well as start and end of the event upon signing by the Client.
2. In the case where parts of the menu must be replaced by other equivalent food or beverages for reasons for which the Contractor, his legal representatives and vicarious agents are not liable, the Contractor will have the right to change the menu arrangement. In such a case, the Contractor will ensure that the substitute product comes as close as possible to the characteristics of the product being replaced. Where the necessary replacement incurs a cost increase of more than 5% for replacement of the goods the cost share exceeding 5% is to be borne by the Contractor.
3. The scope of services specified by the Client and confirmed by signature will be the basis for calculation. Any additional services ordered or used by the Client will be invoiced on the basis of the actual extent.
4. The final invoice will be due for payment at the end of the event. There will only be an exception to this where this was agreed on in writing between the contracting parties prior to the hosting of the event.

### IV. Prohibition of Client's Own Food, Beverages, Decorations and Other Items at the Event

1. The Client is explicitly prohibited from bringing food, beverages and other decorations to the event. Any exceptions will require express written agreement with the Contractor.
2. Where items and objects of any kind are brought onto the Contractor's premises this will be at the Client's own risk. The Contractor is not assuming any liability for loss, destruction and damage, including financial loss, except where he acts gross negligently or willfully.

### V. Set-off and Assignment

1. The Client may only make a set-off against a claim of the Contractor or reduce the price or assert a right of retention with a claim that is uncontested or res judicata.
2. The assignment or pledging of the claims or rights the Client is entitled to from the Contractor is excluded. There may only be an exception where express written consent has been given by the Contractor.

## VI. Duties, Liability, Damages, Statute of Limitations

1. The Client will be obligated to inform the Contractor in writing by the latest 24 hours in advance of slight fluctuations (up to 10%) of the number of guests to be catered for. In the case of a reduction of the number of persons by more than 10% or cancellation of the order by the Client by the latest 14 days (in the case of events with more than 30 persons) or 7 days (in the case of events of up to 30 persons) the Contractor will have the right to charge 50 % of the shortfall of earnings or 50% of the menu price on the basis of the order as a lump-sum damage compensation amount. It will be incumbent on the Client to prove that no damage or respectively that lesser damage than the lump-sum amount was incurred.
2. In the case of a significant reduction of the actual number of guests (at least 20%) the Contractor has the right to change the tables and premises on the basis of the number of guests and to seat the guests elsewhere according to their actual number.
3. The Client will be obligated to pay the agreed prices or prices applicable in the Contractor's business for the services that he ordered and used. This will also apply to services ordered by the Client and any expenditure by the Contractor, his legal representatives or vicarious agents to third parties, in particular also to claims from copyright societies.
4. The Contractor will be liable for the duties arising from the present contract with the due care of a prudent businessman. Damage compensation claims by the Client are excluded. An exception to this is damage to life, limb or health where the Contractor is responsible for the breach of duty, other damage based on willful or gross negligent breach of duty by the Contractor and damage based on the willful and gross negligent breach of typical contractual duties by the Contractor. A breach of duty by a legal representative or vicarious agent will be equivalent to a breach of duty by the Contractor. Provisions by the Product Liability Act (ProdHaftG) will remain unaffected.
5. Where the Client is an entrepreneur, he will be liable for damage by the Contractor to the building and inventory caused by participants in and visitors to the event, employees, other third parties from his area of business or by himself.
6. All claims against the Contractor will expire within one year after the start of the statutory period of limitation. Damage compensation claims will expire within five years irregardless of whether the party is aware of them. The curtailment of the statute of limitations will not apply to a willful or gross negligent breach of duty by the Contractor.

## VI. Final Provisions

1. Any amendments of or addenda to the present contract, acceptance of the order or of the present General Business Terms for Events must be in writing.
2. The place of performance and payment is the Contractor's domicile.
3. The exclusive place of jurisdiction for disputes concerning checks and bills of exchange will be the business domicile of the Contractor in business relations. Where a contract partner meets the requirements set out in § 38 Sect. 2 ZPO and lacks a domestic general place of jurisdiction, the place of jurisdiction will be the Contractor's business domicile
4. German law will apply exclusively. The UN Sales Convention and the laws governing the international conflict of laws will not apply.
5. Should a term of the present general business terms be or become invalid or void this will not affect the validity of the remaining terms.