

# General Terms and Conditions of food armada catering

## 1. Scope of application

These General Terms and Conditions apply to all deliveries and services of food armada catering, which the customer commissions if an effective contract is concluded between the customer and food armada. Other conditions, in particular terms and conditions of the client (customer) shall not become part of the contract, unless it is expressly agreed that an agreement on the validity of other conditions has been entered into.

## II. Offers/contract

1. A contract with us is only concluded when we have received your order or reservation by email or in writing, or by executing the ordered service or delivery.
2. Offers are subject to change. Unless a validity period is noted in the offer, the offers are valid for 14 days from the date of the offer.
3. Services or deliveries not accepted must be paid for and cannot be returned.
4. All prices are in euros and, unless otherwise stated, are subject to VAT.
5. When available dates are communicated, they only reflect the current status and do not acquire validity or constitute a guarantee.

## III. Range of products

We supply fresh produce and therefore the offer may change seasonally. If individual products are no longer available, we reserve the right to exchange them for equivalent or better products. Our offers are a suggestion and prices and products can fluctuate with the seasons.

## IV. Quantity / number of participants

1. Changes in quantity or number of participants are possible up to a maximum of 5 days prior to the planned delivery date. After that, these changes can no longer be taken into account. The exact menu and drinks must also have been selected at least 5 days before the planned event.
2. If the number of participants is exceeded, we are entitled to charge extra for additional deliveries in accordance with the price list and/or offer. However, we are not obligated to provide additional deliveries.
3. No credit will be given if there are fewer participants.

## V. Delivery time and place

1. If a delivery is agreed, delivery shall be made to the place agreed in the contract at the time agreed in the contract. Deviations of up to 45 minutes from the agreed time are deemed to be in accordance with the contract; although we of course aim to be punctual.
2. During contract negotiations, the customer is obliged to point out special features on or in the venue; in particular floor number, access restrictions, lifts and other obstacles. If this does not happen, we are entitled to charge a one-off difficulty surcharge of 5% of the net invoice amount or actual additional costs incurred.
3. In the event of force majeure (such as road closure due to an accident), the delivery date is rescheduled by the duration of the incident.

## VI. Items on loan

The items and decorations provided by food armada catering along with the delivery are borrowed by the customer for the respective event and must be returned after the conclusion of the event. Lost or damaged items will be invoiced with the replacement or repair costs.

## VII. Complaints

1. Our deliveries must be checked for obvious defects and errors immediately after delivery/collection. Late complaints cannot be taken into account.
2. If a hidden defect should occur, this must also be reported immediately after discovery, but no later than the next working day.

3. Improper storage and lack of refrigeration are not defects, unless refrigeration is explicitly agreed with us. Buffet standing times are limited to 2 hours. After that, the warranty expires.

#### **VIII. Cancellation/compensation/termination**

1. Termination of the contract is only possible for good cause. Prior to this, a written request for the removal of the important reason must be made within an appropriate deadline.
2. If a contract is cancelled without good cause or in the event of withdrawal from the contract, we are entitled to charge cancellation costs in accordance with the following:
  - a. up to 21 days before the start of the event, 25% of the agreed contract sum
  - b. up to 14 days before the start of the event, 50% of the agreed contract sum
  - c. up to 3 days before the start of the event, 85% of the agreed contract sum

Upon providing evidence, damages may be higher, while conversely, the customer can provide evidence to claim a lower amount of damages

#### **IX. Liability**

We limit our liability to the amount of the value of the goods. Insofar as staff is provided by us, we are only liable for intent and gross negligence insofar as the staff causes damage, limited to foreseeable damage or damage typical for the contract.

#### **X. Payment**

Our invoices are due immediately upon receipt without deduction. In the event of a delay of 14 days, we are entitled to charge a one-off fee of €40 for default costs and interest on arrears at the statutory rate or based on the amount incurred.

#### **XI. Other agreements / place of jurisdiction**

1. The customer is obliged to pay any musicians, artist fees and corresponding GEMA fees directly. The same applies to hall rentals.
2. If permits are required for the event, the customer is responsible for obtaining them.
3. The customer has an obligation to ensure safety at the event.
4. To the extent permitted by law, the place of jurisdiction and performance is the registered office of food armada catering in Cologne.