



## GENERAL TERMS AND CONDITIONS

### I. General

1. These General Terms and Conditions apply exclusively to the business operations of Gerstner Catering Betriebs GmbH, Kärntner Strasse 51, 1010 Vienna, FN 258620 z, VAT no. ATU 61417577 (hereinafter referred to as "Gerstner", "we" or "us"), regardless of whether Gerstner renders its services on its own premises or at another location. All our contractual partners (clients, organisers, etc.) are referred to hereinafter as "Customers". These General Terms and Conditions are binding for all present and future business with Gerstner, even if they are not mentioned explicitly. If divergent agreements are made, these must be in writing and will only become legally effective upon being confirmed in writing by Gerstner.
  2. Offers made by Gerstner are non-binding, unless they have been explicitly designated as binding. The Customer's order is only deemed to have been accepted when Gerstner confirms the order, which in turn results in conclusion of a contract.
  3. The subject matter of the agreement is deemed to be the most recent valid offer made by Gerstner, or any written amendment thereof. If there are any discrepancies between the verbal and the written order and Gerstner's subsequent written order confirmation, the latter is decisive. Gerstner prepares quotations to the best of its expert knowledge, but does not provide any guarantees for their accuracy. If costs increase by more than 15% after the order has been placed, Gerstner will notify the Customer of this without delay. In the event of unavoidable cost overruns of less than 15%, no separate notification is required and these costs may be billed. Unless agreed to the contrary, changes to orders or additional orders may be billed at reasonable prices. Quotations are provided for a fee.
  4. The hourly rate for staff may vary if the maximum capacity for service staff is reached. Staff costs are therefore a variable cost component, even during ongoing contract negotiations. The proportion of costs for staff in the most recent offer forms the basis for invoice calculations.
  5. In principle, the Customer is liable for damage caused by its guests, either directly or indirectly. In particular, this applies to furniture, fixtures and equipment, regardless of whether it is brought onto the premises by Gerstner or is a fixed part of the facilities where the event takes place. The Customer may conclude third party liability insurance for events in order to cover these risks.
  6. Gerstner's extensive range varies continuously due to seasonal changes. Therefore, if individual articles are temporarily unavailable, Gerstner reserves the right to substitute them with articles of at least the same value.
  7. The Customer irrevocably undertakes to maintain confidentiality with regard to all commercial and business secrets which Gerstner has given it access to, provided to it, or which have otherwise become known to it in connection with or as a result of a business relationship with or contact to Gerstner. The Customer also undertakes not to give third parties access to such secrets without Gerstner's consent. Furthermore, the Customer will only use information on a need-to-know basis and only within the framework of the contract concluded. The confidentiality obligation will remain effective for three years after the business relationship with Gerstner terminates or three years after Gerstner submits an offer, regardless of any business relationship.
- ### II. Guaranteed number
8. Gerstner will base its offer on the number of guests stated by the Customer. The Customer must specify the final number of guests (i.e. the guaranteed number) at least three working days before the beginning of the event. Billing is based on this number. A reduction or increase of more than 10% in the number of guests originally stated can only be taken into account in a manner which is binding on Gerstner if this occurs at least 14 days before the event. If the Customer increases the number of guests less than three days before the start of the event and it is possible for Gerstner to take this increase into account at such short notice, a surcharge of 20% of the resulting difference will be charged in addition to the higher amount.
  9. If there is a reduction in the number of guests, or the number of guests is lower than expected, Gerstner reserves the right to charge the variable costs, e.g. the assumed consumption of beverages, according to the most recent valid basis for billing.
  10. The Customer must specify the guaranteed number as well as any changes thereto in writing.
- ### III. Payment conditions
11. Gerstner's prices are stated in euro. Statutory VAT is charged additionally at the respective valid rate.
  12. Customers with their registered office/place of residence in Austria must make a down payment of **80% of the expected turnover according to the most recent valid offer** four weeks before the start of the event; Customers with their registered office/place of residence abroad must make such a down payment six weeks before the start of the event. The down payment must be transferred to the following account, held by Gerstner Catering Betriebs GmbH:

UniCredit Bank Austria, account no. 405 034 000, sort code 12000;  
IBAN: AT461200000405034000, BIC: BKAUATWW.

The down payment will be credited to the Customer in the final invoice.

13. If the Customer's order is placed at shorter notice than is set out in Clause 12, the down payment is payable within five days of receiving the order confirmation.
  14. If requested by the Customer, Gerstner will also accept credit cards for the down payment (VISA, MasterCard, American Express, Diner's Club) by means of pre-authorisation (notification of the card holder, card issuer, credit card number and security code).
  15. The invoice can either be paid using the credit card details provided or by bank transfer. The outstanding amount is payable in full upon receipt of the bill.
  16. The goods remain the property of Gerstner until payment has been made in full.
  17. In the event of delayed payment, and if the Customer is an entrepreneur, default interest of 9% above the most recent valid six-month Euribor p.a. will be charged, as well as reminder fees and any operating costs. However, if the Customer is a consumer, default interest of 4% p.a. will be charged, plus reminder fees and any collection fees.
- ### IV. Cancellation fees
18. No costs will accrue for cancellations at least 30 days before the day of the event.
  19. If cancellation is made up to 14 days before the day of the event, 40% of the most recent valid offer will be charged.
  20. If cancellation is made up to four days before the day of the event, 80% of the most recent valid offer will be charged.
  21. If cancellation is made less than 72 hours before the day of the event, 100% of the most recent valid offer will be charged.
  22. The conditions set out in Clause III apply to cancellation invoices.
  23. If the Customer defaults on a down payment or partial payment, or if its poor financial situation becomes known (e.g. protest of a bill of exchange, non-redemption of cheques, legal actions, attachment), Gerstner reserves the right to withdraw from agreements with this Customer.
  24. Cancellation of articles which are not in the standard range of the contractor and which are additionally provided for the client at their request from the time of acceptance of the offer, will be charged 100%, regardless of when the cancellation is made.
- ### V. Place of fulfilment, guarantee and damages
25. The place of fulfilment is Gerstner's registered office.
  26. Any complaints which the Customer may have about services rendered by Gerstner must be made without delay (and on-site, if possible), but at most within two working days of the services being rendered. The complaint must be lodged in writing and include the Customer's official signature. Complaints lodged after this period will not be considered. Gerstner does not assume any liability whatsoever for the improper storage of items of any kind by the Customer.
  27. Sections 924 and 933b Allgemeines Bürgerliches Gesetzbuch (Austrian Civil Code) do not apply. The Customer must provide proof of any defects.
  28. Gerstner must only pay damages in any potential case if it has acted intentionally or with gross negligence. Gerstner is only liable for personal injury in cases of minor negligence. The Customer's claims become time-barred six months after the Customer became aware of the damage and the damaging party.
  29. Gerstner is not liable for any indirect damage, lost profits, lost interest, non-realised savings, consequential and financial damage or damage due to claims of third parties.
- ### VI. Data protection
30. The Customer grants its express consent that the data it provides in the course of placing the order, or in correspondence with Gerstner, will be forwarded to, saved and processed by Gerstner's database for administrative and payment purposes. These data may also be reconciled with external systems for control purposes. The Customer also consents to this data being forwarded within the scope of the legal provisions and restrictions set out in the Datenschutzgesetz (Austrian Data Protection Act) 2000, as amended. The Customer may revoke its consent to the use of such data in writing at any time.
- ### VII. Venue, choice of law
31. It is agreed that the courts in Vienna with subject matter competence have exclusive competence to adjudicate on all disputes which arise from a legal relationship with the Customer, including disputes on whether such a relationship exists or not. If the Customer is a consumer in the meaning of the Konsumentenschutzgesetz (Austrian Consumer Protection Act), he/she may call on the competent court at his/her place of residence/habitual residence. Austrian law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods and any conflict of law rules.
- ### VIII. Concluding provisions
32. The Customer may not offset claims of any kind against claims of Gerstner.
  33. If individual provisions of these General Terms and Conditions are or become ineffective or unenforceable, either wholly or in part, this does not affect the effectiveness of the remaining provisions. The contractual parties will replace the legally ineffective or unenforceable provision with an effective or enforceable provision that approximates as closely as possible to the content and purpose of the legally ineffective or unenforceable provision.

Please note that the English translation is provided solely for the purpose of comprehension and that the German version of the General Terms and Conditions is decisive.