

GENERAL TERMS AND CONDITIONS

Restaurant Sein

Scheffelstr 57 76135 Karlsruhe

This English translation is provided for your convenience only. Solely, the German version shall be legally binding.

1 SCOPE OF APPLICATION

1.1 These general terms and conditions shall apply to all contracts concerning the rental use of the restaurant rooms for the purpose of conducting events including also all services and deliveries provided for the customer in this context.

1.2 The customer's terms and conditions shall only apply if these have been expressly agreed to in advance.

2 CONCLUSION OF CONTRACT, CONTRACTUAL PARTNERS, LIABILITY AND STATUTE OF LIMITATIONS

2.1 Contracting parties are the restaurant and the customer. A contract comes into effect with the acceptance of the customer's request by the restaurant (verbally or in writing). It is within the restaurant's discretion to confirm the booking of the event in written form.

2.2 The restaurant shall be liable for any damages to life, body or health for which it is responsible. Furthermore, it is liable for other damages resulting from a deliberate or grossly negligent breach of obligation or breach of typical contractual duties caused by the restaurant. A breach of duty on the part of the restaurant is deemed equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise provided for in section 9. Should disruptions or deficiencies occur in the restaurant's service, the restaurant will endeavour to immediately remedy the situation upon knowing of the problem and/or upon notification of the customer. The customer is obligated to make all reasonable efforts to remedy the faults and to keep any damage at a minimum. In all other respects, the customer must notify the restaurant in good time about the possible emergence of an exceptionally high damage.

2.3 Any claims against the restaurant are generally time-barred one year after the commencement of the statutory limitation period. Claims for damages are subject to a limitation period of five years, depending on knowledge thereof, unless they are based on injury to life, body, health or freedom. These claims for damages shall become time-barred after ten years, irrespective of knowledge thereof. The shortening of the statute of limitations does not apply to claims based

on a deliberate or grossly negligent breach of obligation by the restaurant.

2.3.1 Restaurant Sein vouchers are valid for three years starting with the date of issue until the end of the third year. Vouchers cannot be paid out in cash.

3 SERVICES, PRICES, PAYMENT, ON ACCOUNT

3.1 The restaurant is obligated to provide all booked services as agreed with the customer.

3.2 The customer is obligated to pay the agreed or applicable restaurant prices for these and further services accepted. This also applies to services ordered directly by the customer or via the restaurant, which are provided by a third party and are disbursed by the restaurant. This shall also apply in particular to claims by copyright collecting societies.

3.3 The agreed prices include all taxes applicable at the time of the contract conclusion.

In the event of changes to the statutory value-added tax, or a re-introduction, amendment or abolition of local taxes concerning the object of services after contract conclusion, the prices will be adjusted accordingly. For contracts with consumers this only applies if the period between contract conclusion and fulfilment exceeds four months.

3.4 Restaurant invoices not stating a due date are to be paid without deduction immediately upon receipt. The restaurant can demand immediate payment of due debt from the customer at any time. A delay in payment entitles the restaurant to request the applicable statutory default interest at the current rate of 8% or, in the case of legal transactions involving a consumer, 5% above the basic interest rate. The restaurant reserves the right to prove greater damages.

3.5 The restaurant is entitled to request a reasonable advance payment or a similar form of security (e.g. credit card guarantee) from the customer upon contract formation. The agreed amount and due date of payment can be recorded in writing for the contract.

3.6 In justified cases, e.g. if the customer is in arrears with payment or if the scope of contract is extended, the restaurant is entitled, even after conclusion of contract and until the start of the event, to demand an advance payment or form of security according to the above-mentioned section 3.5 or to increase the already contractually agreed advance payment or form of security until the complete remuneration negotiated.

3.7 The customer may only offset, reduce or clear a claim by the restaurant with a legally valid or undisputed

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ed claim.

4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)

4.1 The customer can only withdraw from the contract concluded with the restaurant, if a right of withdrawal was expressly agreed upon in the contract, if another statutory right of withdrawal exists or if the restaurant consents to the revocation of the contract. The agreement of a right to withdraw as well as a possible revocation of contract shall be put in writing.

4.2 Insofar as the restaurant and the customer have agreed on a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or compensation claims by the restaurant. The customer's right of withdrawal shall expire, if he does not exercise his right to withdraw from the contract with the restaurant by the agreed date.

4.3 If a right to withdraw was not agreed or has already expired, no statutory right of withdrawal or cancellation subsists and if the restaurant does not consent to a revocation of the contract, the restaurant retains all claims to the agreed remunerations even though services remain unused. The restaurant must credit the income from renting the rooms to other parties as well as expenses saved. The saved expenses in each case can be offset as a lump sum in accordance with sections 4.4., 4.5 and 4.6. It is at the customer's discretion to prove that the claim did not come into being at all or not to the extent as requested. The restaurant is free to prove that a higher claim has arisen.

4.4 If the customer withdraws between the 8th and 4th week prior to the event, the restaurant is entitled to charge 35 % of the lost food turnover in addition to the agreed rental price, and 70 % of the food turnover for any later withdrawal.

4.5 The food turnover is calculated according to the formula:

Agreed menu price x number of participants. If no price has been agreed, the most inexpensive menu of the currently available events on offer will be applied as a basis.

4.6 If a per diem allowance has been arranged for each participant, the restaurant is entitled to charge 60 % of said allowance per participant in case of a cancellation between the 8th and 4th week prior to the event or 85% for any later cancellation.

4.7 We reserve the right to charge 50,00 EUR (fifty

euros) per person should the guests fail to appear to a reservation or should they cancel the reservation later than 24 hours in advance.

5 CANCELLATION BY THE RESTAURANT

5.1 If it was agreed that the customer can withdraw from the contract free of charge within a certain period, the restaurant is also entitled to withdraw from the contract during this period, if inquiries from other customers regarding the contractually booked function rooms exist and the customer does not waive his right to withdraw at the restaurant's request after an appropriate deadline was given.

5.2 If an advance payment or provision of security agreed upon or demanded in accordance with section 3.5 and/or section 3.6 is not made even after a reasonable grace period set by the restaurant has expired, then the restaurant is also entitled to withdraw from the contract.

5.3 Furthermore, the restaurant is entitled to an exceptional withdrawal from the contract for objectively justified reasons, in particular if

- force majeure or other circumstances for which the restaurant is not responsible render the fulfilment of the contract impossible;
- events or rooms are culpably booked under misleading or false information or concealment of essential facts, which include among others the identity of the customer, their solvency and purpose of stay;
- the restaurant has reasonable cause to believe that an event could compromise the smooth running of the business, its safety or public reputation of the restaurant without this being attributable to the restaurant's sphere of control or organization;
- the purpose or occasion of the event is illegal;
- there is a violation of section 1.2.

5.4 The justified withdrawal by the restaurant does not constitute any compensation claims for the customer.

6 CHANGES IN THE NUMBER OF PARTICIPANTS AND THE EVENT

6.1 The restaurant must be informed of an increase of participants by more than 5% no later than five working days in advance to the event. A written consent by the restaurant is necessary. The invoice is based on the actual number of participants, but at least 95% of the agreed higher number shall be used as the basis for

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invoicing. If the actual number of participants is lower, the customer has the right to reduce the agreed price by the amount of additional expenses saved due to the lower number of participants, which he must prove.

6.2 A reduction in the number of participants by more than 5% must be communicated timely at the latest five working days in advance of the event. The actual number of participants, but at least 95% of the most recently agreed participant number, shall be used as the basis for invoicing. Section 6.1 sentence 4 applies accordingly.

6.3 If the participant number is reduced by more than 10%, the restaurant is entitled to exchange the confirmed rooms taking into account varying rental fees, unless this alteration would be unreasonable for the customer.

6.4 If the agreed starting and ending times of the event should change and the restaurant accepts these deviations, the restaurant may charge the additional commitment in a reasonable manner, unless the restaurant is at fault.

7 BRINGING OF FOOD AND BEVERAGES

7.1. Guests are generally not allowed to bring their own food and drinks to the event. Exceptions require an explicit agreement with the restaurant. In these cases, a contribution to cover the overhead costs shall be charged.

7.2 Dogs are not allowed on the restaurant premises.

8 TECHNICAL FACILITIES

8.1 Insofar as the restaurant procures technical or other equipment from third parties for the customer, it acts on behalf and in authority of the customer and to his account.

The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify the restaurant against all claims by third parties arising from the provision of such equipment.

8.2 The usage of electrical equipment belonging to the customer operating over the restaurant's power supply must be agreed upon.

Any malfunctions or damages to the technical facilities of the restaurant are charged to the debit of the customer, provided that the restaurant is without fault. Electricity costs incurred by a usage in the manner described may be charged as a flat rate by the restaurant.

8.3 With the consent of the restaurant, the customer can use his own telephone and data communication equipment. The restaurant may charge a connection fee for this purpose.

8.4 A compensation may be charged, if adequate facilities of the restaurant remain unused due to the connection of the customer's facilities.

8.5 Malfunctions of technical or other facilities provided by the restaurant are rectified promptly, if feasible. Payments cannot be withheld or reduced if the restaurant is not responsible for these malfunctions.

9 LOSS OF OR DAMAGE TO PROPERTY BROUGHT BY THE CUSTOMER

9.1 Any exhibited objects or other, even personal, items that are carried on the premises of the restaurant or event rooms are at the customer's risk and responsibility. The restaurant does not assume liability for loss, destruction, or damage, not even for financial losses, except in the event of gross negligence or malice on the part of the restaurant. This does not include damages resulting from injury to life, body or health. Furthermore, all cases in which safekeeping is a typical contractual obligation due to the circumstances of the individual case, are excluded from this liability exemption.

9.2 Decoration brought by the customer must meet the fire protection requirements.

The restaurant is entitled to request official proof thereof. Without such evidence, the restaurant may remove any materials already brought in at the customer's expense. Due to possible damages, the setting up and installation of objects must be coordinated with the restaurant in advance.

9.3 Any exhibited objects or other items brought along must be removed immediately following the end of the event. If the customer fails to do so, the restaurant may remove and store them at the customer's expense. If the objects remain in the event room, the restaurant may charge an appropriate compensation for the duration of the withholding of the room.

10 CUSTOMER LIABILITY FOR DAMAGES

10.1 The customer is liable for all damages caused to the building or furnishings by him or event participants.

10.2 The restaurant may require the customer to provide an adequate form of security, for example a credit card guarantee.

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11 FINAL PROVISIONS

11.1 Amendments and additions to the contract, the acceptance of proposals, or these general terms & conditions shall be made in written form. Unilateral amendments or additions by the customer are invalid.

11.2 For commercial transaction the place of performance and payment as well as exclusive court of jurisdiction - also for disputes concerning cheques and bills of exchange - is at 76135 Karlsruhe, Germany. If one of the contracting parties fulfils the requirements of section 38 Para. 2 of the German code of civil procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be 76135 Karlsruhe.

11.3 German law applies. The application of the UN convention on the international sale of goods (CISG) and the conflict law is excluded.

11.4 Should individual provisions of these general terms & conditions for events be or become invalid, the effectiveness of all other provisions remains intact. In addition, the statutory provisions shall apply.