



## GENERAL TERMS AND CONDITIONS OF LEHRIEDER CATERING-PARTY-SERVICE GMBH & CO. KG

### § 1 General – Scope

These General Terms and Conditions apply to all offers, deliveries and services of the company Lehrieder-Catering-Party-Service GmbH & Co. KG, Messezentrum 1, 90471 Nürnberg at the exhibition centre of NürnbergMesse.

Customers in the sense of these terms and conditions are consumers and entrepreneurs.

A consumer is any natural person who enters a legal transaction for a purpose that can not be attributed to their commercial or self-employed professional activity.

An entrepreneur is a natural or legal person or partnership with legal capacity who, when concluding the legal transaction, acts in the course of his commercial or self-employed professional activity.

Any conditions or contrary terms and conditions of the customer deviating from the following terms and conditions shall not be recognized by the company Lehrieder unless the company Lehrieder has expressly agreed to their validity in writing.

The terms and conditions of the company Lehrieder apply even if the latter provides services in knowledge of conflicting conditions or conditions deviating from their terms and conditions.

The terms and conditions of the company Lehrieder also apply to all future business with entrepreneurs. An explicit mention is not required.

### § 2 Conclusion of contract

A customer's inquiry of any kind does not constitute a legally binding offer.

The company Lehrieder makes an offer to the customer which loses its effectiveness if it is revoked by the company Lehrieder before the customer's acceptance. The customer can accept the offer until 14 days after the offer date.

A delayed or from the offer deviating confirmation by the customer is considered as new offer and requires the written acceptance by the company Lehrieder.

Changes in the scope of delivery / service must be reported in writing by the customer to the company Lehrieder at least four days prior to the agreed date.

Reduced quantities do not affect the agreed price.

In case of increases, in particular changes in the number of persons and / or the required food and / or drinks, the company Lehrieder is entitled to adjust the contract to the effect that the remuneration is adjusted accordingly to the increase.

Silence of the company Lehrieder towards a customer's request does not imply a confirmation, even if the customer is an entrepreneur who already has been or is in a business relationship with the company Lehrieder.

This is especially the case:

- in case of breach of contract by the customer, i.a. in case of damage to the property of the company Lehrieder and in case of delay by the customer,

- in the case of impossibility of providing the owed services, for example by force majeure, strike and natural disasters and in the case of the company Lehrieder's failure to self-supply goods. The latter applies only if the company Lehrieder had just made a separate order for the respective order and this cover business was not or not fulfilled in time by their suppliers and although the company Lehrieder has made every reasonable effort to procure the goods. The company Lehrieder will immediately inform the customer about any unavailability and refund any consideration of the customer,

- in circumstances that give rise to legitimate doubts about the creditworthiness of the customer, in particular when applying for or opening insolvency proceedings.

In the case of withdrawal, the customer is obliged to immediately return the delivered goods.

The company Lehrieder is not entitled to withdraw from the contract if the obstacle is due to them. The same applies in case of only temporary hindrances.

The customer is entitled to withdraw from the contract up to three weeks before the agreed delivery / service without giving a reason.

After that, he is only entitled to resign in the cases specified by law. In this case he has to recompense the company Lehrieder a reimbursement of 100 % of the order amount. The customer can prove that the calculated amount in the particular case is lower than the lump-sum.

### § 5 Transfer of risk

If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods is transferred to the customer upon handover/ in the case of a consignment purchase upon delivering the item to the freight forwarder, the carrier or the person or company otherwise intended to carry out the consignment.

If the customer is a consumer, the risk of accidental loss and accidental deterioration of the goods is transferred to the customer only upon handover, including the goods purchased via mail order purchase.

In any case, the risk of accidental loss and accidental deterioration of the goods is transferred to the customer if his acceptance of the delivery / service is delayed.

### § 4 Right of contract cancellation

The company Lehrieder is entitled to withdraw from the contract if the withdrawal is justified by a factual reason in the sense of a predominant and commendable interest on their part.

## **§ 6 Warranty – Complaints – Limitation**

The customer has to inspect the delivered goods immediately upon receipt in terms of their type, quantity and condition.

The customer has to notify the company Lehrieder about obvious defects of goods and food (food and beverages) immediately after collection / delivery / service; respectively hidden defects of goods and foods immediately upon discovery. Otherwise, there are as little warranty claims by the customer as with defects that have occurred after the transfer of risk due to improper storage or handling of the goods and food by the customer.

If the customer is an entrepreneur, the company Lehrieder warrants for defects in the goods / food at their own choice by a supplementary performance; i.e. rectification or replacement. Other claims of the entrepreneur are excluded.

If the customer is a consumer, in the event of a defect, a subsequent performance at his choice will be carried out by rectification or replacement. However, the company Lehrieder is entitled to reject the type of remedy chosen by the customer if this is possible only at disproportionate costs and the other type of remedy remains without significant disadvantages for the consumer.

If the supplementary performance fails, i.e. if two attempts of rectification or replacement fail, the customer may, at his discretion, demand a price deduction or withdraw from the contract. With only minor defects, withdrawal is excluded.

If the customer is a consumer, the limitation period for the above claims is two years from delivery / collection of the goods / food.

If the customer is an entrepreneur, the limitation period is one year from delivery / collection of the goods / food.

The company Lehrieder reserves the right, insofar as this is reasonable for the customer, to replace individual partial services and products by such comparable type and quality in the same amount. Customary deviations – particularly in shape, colour and / or weight – must be accepted by the customer. The customer's warranty claims are excluded in this case.

## **§ 7 Liability – Limitation of liability**

If the customer is a consumer, the liability of the company Lehrieder, their vicarious agents and their representatives for slightly negligent breaches of duty is limited to the predictable, direct, contract-typical damage according to the type of goods.

Claims for a non-timely service by the company Lehrieder are – if not based on intent and gross negligence – limited to a maximum of 5 % of the tender sum. This does not apply if the service of the company Lehrieder has become worthless for the customer due to the delay.

If the customer is an entrepreneur, compensation claims against the company Lehrieder are excluded, unless the company Lehrieder can be proved wilful or

grossly negligent behaviour. This applies regardless of the nature of the breach of duty, including tort.

In case of violation of essential contractual obligations, the company Lehrieder is also liable for negligence. The amount is limited to the foreseeable damage. The customer has no claim for loss of profits and consequential damages of any kind. The above disclaimer also applies to vicarious agents and representatives of the company Lehrieder. The disclaimers and limitations of liability towards the customer of the company Lehrieder do not apply to claims arising due to fraudulent behaviour of the company Lehrieder, according to the Product Liability Act, for specially agreed guaranteed characteristics and for damage from injury to life, limb or health.

The customer's claims for damages expire within one year from collection / delivery of the goods, unless the claim is based on a malicious behaviour of the company Lehrieder.

The customer is liable for damage to all items provided to him. In case of damage or loss he has to reimburse the company Lehrieder the costs of the replacement of the same or equivalent object or the cost of a professional repair.

## **§ 8 Retention of title**

The company Lehrieder retains ownership of the delivered goods until the fulfilment of all due claims against the customer, now or in the future and regardless of the legal grounds, is met.

In case of access of state enforcement authorities or third parties to the delivered goods, the customer is obliged to refer to the property of the company Lehrieder and to notify them immediately. Any incurring costs must be reimbursed to the company Lehrieder by the customer.

## **§ 9 Data protection**

Personal data which incurs in connection with the contractual relationship will be stored for the purpose of data processing (§ 28 Federal Data Protection Act).

## **§ 10 Integrity, environmental and social standards**

The customer must agree to comply with the statutory provisions to combat corruption. In particular, he assures that he does not offer, promise or grant employees of the company Lehrieder or their related parties any undue advantages.

This prohibition also applies to employees of the customer, their vicarious agents and other third parties who act according to the instructions of the customer.

The company Lehrieder is a socially responsible company and respects recognized environmental standards and core labour standards. This is what the company Lehrieder also expects from its customers. If the company Lehrieder learns that the customer violates this, they reserve the right to terminate the contract concluded with the customer, possibly also extraordinarily.

## **§ 11 Applicable law – Jurisdiction – Place of performance**

For the entire contractual relationship between the company Lehrieder and the customer only the law of the Federal Republic of Germany applies.

If the customer is an entrepreneur, the place of business of the company Lehrieder is the place of jurisdiction for all disputes arising from the contractual relationship. This also applies to the payment obligation of the customer. The company Lehrieder is however entitled to sue the customer at his seat, too.

Unless otherwise stated in the contract, the place of business of the company Lehrieder is the place of fulfilment.

## **§ 12 Partial ineffectiveness**

The legal ineffectiveness of a part of the above conditions (including this clause) does not affect the validity of other conditions. Instead of the provisions that have not become part of the contract or are ineffective, the statutory provisions shall apply.

## **Lehrieder Catering-Party-Service GmbH & Co. KG**

Event-, culinary- & trade fair-service – Service partner of NürnbergMesse

Messegelände 1, 90471 Nürnberg

Phone: +49 (0)911 8606 6114 Fax: +49 (0)911 8606 6115

E-Mail: [info@lehrieder.de](mailto:info@lehrieder.de), Internet: [www.lehrieder.de](http://www.lehrieder.de)