

**General Terms and Conditions of Accente Gastronomie Service GmbH**

**Status: 1st September 2023**

**I.**

**General contractual provisions**

**1. General**

1.1. The contracting parties of Accente Gastronomie Service GmbH shall be referred to hereinafter as client, Accente Gastronomie Service GmbH as ACC and both together as contracting parties, without hereby prejudicing the legal status of the contractual relations.

1.2. Only the following terms and conditions shall apply to any contracts with clients; any conflicting, deviating or additional terms and conditions of the client shall not be legally effective, even if they are contained in a subsequent order or assignment and ACC does not expressly object to them. When concluding the contract and/or accepting the delivery/service, the client accepts these terms and conditions.

1.3. General Terms and Conditions of the client and further agreements as well as modifications and ancillary agreements thereto shall only become legally effective to the extent as expressly approved by ACC.

1.4. Offers submitted by ACC can be accepted only within 4 weeks after the offer date.

**2. Date of delivery and performance, delay in performance**

2.1. The dates of delivery and performance stated individually in each separate agreement shall be strictly binding.

2.2. ACC shall not be in default with the contract performance, as long as a Force Majeure event or circumstances beyond ACC's control (e.g. strikes or suchlike) prevent ACC from performing the contract as scheduled. The dates of delivery and performance shall be postponed accordingly. If ACC cannot perform the contract at all as a result of Force Majeure or circumstances beyond ACC's control, ACC shall be entitled to withdraw from the contract either wholly or partly.

2.3. Moreover, ACC shall be entitled to withdraw from the contract, if the service to be rendered by ACC is not available for reasons that are beyond ACC's control. In such case, ACC shall inform the client immediately about the non-availability of the service concerned and refund the client's payment at once.

2.4. Claims for damages on the client's part shall be excluded in the event of a withdrawal from contract pursuant to sub-section 2.3. and section I.4. hereof.

**3. Invoicing, default of payment, set-off**

3.1. The invoiced amounts are end prices and shall be due immediately without any deductions.

3.2. Payments shall be remitted at the client's expense to the bank account of ACC.

3.3. The date of crediting the amount due to the bank account of ACC shall be decisive for the timeliness of the payment.

3.4. When issuing the invoice, ACC shall debit invoiced amounts up to € 1,000.00 inclusive of VAT from the credit card made available by the client.

3.5. A handling fee of € 25.00 plus VAT shall be charged for modifying invoices due to reasons beyond the control of ACC, such as a change of address etc.

3.6. If the client is in default of payment, interest at a rate of 9 percent points above the currently valid basic interest rate of the European Central Bank shall be charged. This shall not affect the right to assert further claims for compensating damage.

3.7. A set-off with counterclaims of the client shall only be possible, if such claims are undisputed or legally established.

#### **4. Damages**

The following shall apply to all and any claims for damages of the client, irrespective of the legal reason:

Claims of the client for lost profits, for production losses and for losses not concerning the goods delivered themselves but only suffered indirectly (consequential losses) shall be excluded.

As for the rest, ACC shall be liable for damages up to the value of the invoiced service. The exclusion and limitation of liability shall also apply to the employees, legal representatives and vicarious agents of ACC.

The exclusion and limitation of liability set forth in these terms and conditions shall not apply

- to damage to life, limb or health caused willfully or negligently by ACC, their legal representatives or their vicarious agents;
- to any other losses or damage caused willfully or grossly negligently by ACC, their legal representatives or their vicarious agents;
- if and when the violated obligation is of the essence for attaining the purpose of the contract (cardinal duty) and if the damage has been predictable;
- if ACC has fraudulently concealed a defect or assumed the guarantee for the condition of an item;
- if and when ACC is liable under the product liability law or for any other reasons.

#### **5. Secrecy, anticorruption**

5.1. The client shall maintain the secrecy. He shall keep the secrecy about all external secrets and any other external facts requiring secrecy, of which he gained knowledge in connection with the contract award. This duty of secrecy shall exist towards everybody and survive the term of the contract.

5.2. The client shall indemnify ACC irrevocably from any third-party claims that result from a violation of the duty of secrecy exclusively on the part of the client. This shall also apply if ACC and the client are liable to third parties as joint and several debtors.

5.3. The parties hereof agree to counteract to every form of corruption. In particular, the client shall neither himself nor through third parties offer, promise or grant any payments and/or other advantages to employees and/or executive bodies of ACC and their relatives in order that they favour him in competition or that they perform a certain act or refrain from it.

The same shall apply to third parties, particularly to public authorities.

In the event of infringement of the previously mentioned obligations, ACC shall be entitled to terminate the present contract extraordinarily without notice. Claims for damages remain reserved.

## **6. Written form**

Modifications or amendments to the contract as well as the revocation of individual provisions set forth in these terms and conditions require the written form to become effective. Verbal individual arrangements always take precedence.

## **7. Place of jurisdiction, choice of law**

7.1. The exclusive place of jurisdiction for the contracting parties for all legal disputes arising from the contractual relationship and about its coming into being as well as its effectiveness shall be Frankfurt am Main.

7.2. The contractual relation between the contracting parties shall be governed by the law of the Federal Republic of Germany.

## **8. Separability clause**

8.1. Should any individual contractual provision be ineffective, this shall not affect the remaining provisions of the contract.

This shall also apply in the event of an unforeseen loophole in the contract.

8.2. The contracting parties hereto shall come to an agreement to replace the ineffective contractual provision, or the loophole, by relative provisions coming as close as possible to the intended economic result of the ineffective or incomplete provision.

## **II.**

### **Special terms and conditions for Event Catering**

Unless something else has been stipulated below, the provisions set forth under I. above shall apply accordingly.

#### **1. Deadline for placing orders**

1.1. The client shall place orders with ACC at least 14 calendar days before an event with 100 persons, 21 calendar days before events with 500 persons and 28 calendar days before events with more than 500 persons. Shorter deadlines for placing orders are possible on request. As far as the details of the order are concerned, the option period stated in the offer shall apply.

1.2. ACC needs to be notified about the actual number of persons in the case of an event attended by up to 100 persons 7 calendar days prior to it, attended by up to 500 persons 14 calendar days prior to it and attended by more than 500 persons 16 calendar days prior to it. Any modification to the reported number of persons by a maximum of 5 % after the notification period has expired is possible in consultation with, and with the approval of, ACC. The number of persons most recently reported and approved by ACC shall be the basis for the accounting of the event.

1.3. The client shall undertake to inform ACC as early as possible about all and any modifications to the schedule of the event and/or the number of persons attending.

## 2. Scope of services

2.1. The services of ACC include all those that are necessary to organize and hold the event as specified in the order.

2.2. The precise scope of services to be rendered shall be specified in the contract that is (to be) concluded between the contracting parties.

2.3. The scope of supply includes (except in the case of stand catering) the deliveries to the fair ground, the provision of dinnerware (crocker) and equipment in accordance with the goods ordered, the collection and cleaning of the relevant items after their use and the disposal of the leftover food and drinks. If the delivery of a set menu or a buffet has been agreed, ACC can provide the table linen on request and for a charge.

## 3. Offers, personnel costs, down payment, express surcharge, minimum order value

3.1. Per order, ACC sets up one offer and maximally two revised versions thereto free of charge. Starting from the third revision of an offer, a compensation for expenses in the amount of € 200.00 plus VAT will be charged for each new version. Once the order is created, no more changes to the content are possible. From then on, it is only possible to change the number of persons in accordance with the sections II.1 and II.4 of these provisions.

3.2. The personnel costs shall be calculated separately based on the number of hours worked in accordance with the minimum labor hours as agreed in the contract.

3.3. The client shall make a down payment amounting to 80 % of the net contract value not later than 7 calendar days before the event.

3.4. ACC shall be entitled to invoice an express surcharge amounting to 25 % of the entire order value for all orders requested by the client less than 21 calendar days prior to the start of the event.

3.5. A minimum order value of € 1,000.00 plus VAT per day applies for the stand catering (full service at the exhibition stand rendered by ACC). A minimum order value of € 200.00 plus VAT is required for subsequent orders on site during the ongoing trade fair.

## 4. Reimbursement of expenses

4.1. If the contract is not executed for reasons beyond the control of ACC, ACC shall be entitled to have its expenses reimbursed. The amount of the reimbursement depends on the period of time before the scheduled event in which ACC has been informed about the event's cancellation:

- 84 calendar days before the scheduled event or earlier: no charge;
- between 83 and 57 calendar days before the scheduled event: all provision costs incurred so far;
- between 56 and 43 calendar days before the scheduled event: all provision costs incurred so far as well as 25 % of the food and beverage turnover to be expected (this being determined by a rough cost calculation for food and beverages on the basis of the contract);
- between 42 and 15 calendar days before the scheduled event: all provision costs incurred so far as well as 50 % of the food and beverage turnover to be expected;
- later than 14 calendar days before the scheduled event: all provision costs incurred so far as well as 75 % of the food and beverage turnover to be expected.

4.2. If, after the contract has been concluded, the number of persons attending the event changes at the client's initiative, ACC shall be entitled to have its expenses reimbursed. The amount of the reimbursement depends on the period before the scheduled event, in which ACC has been informed about the reduced number of participants:

- 29 calendar days before the scheduled event or earlier: no charge;
- between 28 and 6 calendar days before the scheduled event: all provision costs incurred so far as well as 25 % of the food and beverage turnover to be expected;
- 5 and less calendar days before the scheduled event: all provision costs incurred so far as well as 75 % of the food and beverage turnover to be expected.

4.3. The client shall be given the opportunity to prove that the flat-rate reimbursement charges pursuant to sections 4.1. and 4.2. hereof have not been incurred to that extent or not at all.

## 5. Permits

A possibly necessary extension of the official closing time shall be applied for by the client and at his own risk.

## 6. Complaints, notification of defects, passing of risk

6.1. The goods shall be checked and inspected by the client on delivery.

6.2. The client shall lodge any complaints immediately and verbally with the office responsible at ACC.

6.3. The client shall immediately report defects affecting the goods delivered and the services provided by ACC verbally or by phone, and not later than 24 hours after being identified in writing, to the office responsible at ACC.

6.4. If the client fails to report defects in time, so that they cannot be rectified, due to the client's failure to report them in time, during or by the end of the event, the client cannot assert any claims for damages in accordance with section I.4 hereof.

6.5. Once supplies or services have been accepted by the client, the risk of loss, damage, impairment and deterioration as well as of consequential losses shall pass to the client.

## 7. Liability

7.1. In accordance with section I.4. of these terms and conditions, ACC cannot assume any liability for items of any kind provided or brought in by the client.

7.2. In accordance with section I.4. of these terms and conditions, ACC cannot assume any liability for indirect damage to persons, property and assets or for consequential losses.

### III.

## Special terms and conditions for deliveries to exhibition stands and for the rental of equipment and furniture

Unless something else has been stipulated below, the provisions set forth under I. above shall apply accordingly.

## 1. Scope of services, ownership

1.1. The range of items available for deliveries and rental can be taken from the currently valid order lists. The goods shall only be delivered in packaging units that are customary in the trade.

1.2. Rented goods and transportation cases are the property of ACC. Orders can only be placed on the basis of packaging units.

1.3. The scope of supply includes the delivery to, and the collection from, the exhibition ground. Goods and items not owned by ACC cannot be shipped.

## 2. Order and delivery

2.1. There are mini-markets and bistros available on the exhibition ground for minor supply requirements (less than € 200.00 plus VAT).

2.2. Generally, ACC delivers goods in the first order value of € 200.00 plus VAT or higher and subsequent orders in the order value of € 100.00 plus VAT or higher within the exhibition centre on a daily basis. More frequent deliveries shall only be possible on separate agreement with ACC. The transport fee for each delivery amounts to € 25.00 plus VAT.

2.3. ACC makes available subsequent orders with an order value between € 50.00 and € 99.99 plus VAT for collection by the customer at an agreed date/time in the building Dependance (situated between hall 3 and hall 4 of the exhibition ground). Orders shall be placed by 01:00 PM on the previous day, in order to insure the soft execution of the order.

2.4. Deliveries shall be made daily between 09:00 AM and 06:00 PM. Other delivery times are possible on request and only with ACC's approval, possibly for an extra charge. Deliveries to exhibition stands are restricted to the Frankfurt Exhibition Ground. Deliveries cannot be made to restaurants or rooms in the convention center on the exhibition ground.

2.5. The client shall ensure that the delivery can be accepted at the agreed time. If the delivery is not accepted as agreed and a second delivery becomes necessary, transport fees pursuant to section III.2.2. hereof shall become due. The client, or a person authorized by him, shall acknowledge the receipt or the return of any items rented.

2.6. ACC invoices an express surcharge amounting to 25 % of the entire order value for all orders requested by the client less than 21 calendar days prior to the start of the event.

2.7. Items for which a deposit has been charged shall be collected by ACC, with the deposit being refunded to the client. Orders/transactions on a commission basis shall not be possible.

2.8. ACC reserves the right to demand an agreement on a security deposit for rental items, which shall be set off against the rental fee after the items concerned have been returned.

## 3. Provision and return of rental items

3.1. The items ordered will be reserved for the client and kept ready for being used.

3.2. When returning the rental items, the crockery/boxes shall be in proper conditions and be packaged correctly sorted. Glasses shall be put into the boxes with the openings upwards, residues of food must have been removed from the crockery and remains of drinks must have been poured away. The transportation cases must not be excessively soiled and labels not be damaged. In the event of non-compliance, ACC shall be entitled to demand a separate cleaning charge.

3.3. If rental items are not returned on time at the end of the rental period, or if they cannot be collected due to the renter's fault, the full rental fee plus VAT shall be charged for the period of withholding the rental items.

3.4. Shortages of, and damage to, the rental items shall be charged to the client based on the price table in the currently valid catalogue. The price table as pdf file is available for download on the ACC website via the link below:

[www.accente.com/sites/default/files/downloads/acs\\_4300-8000\\_verlustpreisliste\\_sbl-eq\\_09-23\\_e2\\_ju\\_.pdf](http://www.accente.com/sites/default/files/downloads/acs_4300-8000_verlustpreisliste_sbl-eq_09-23_e2_ju_.pdf).  
The client's liability for the rental items shall begin with their delivery and end when they are collected by ACC (or when they are returned to the accente warehouse).

#### **4. Payment**

When delivering to an exhibition stand for the first time at an event, the invoiced amount shall be paid before the delivery. Deliveries shall only be made, after the invoiced amount has been settled.

The client may, in exceptional cases (e.g. when received an order at short notice or when there is a shortage of time), settle his bill for the services described in section III. of these terms and conditions with a valid credit card, provided ACC agrees with such an arrangement.

The agreed gross amount due shall then be charged on the client's credit card, before ACC renders the contracted services. The final gross amount due shall then be debited to the client's credit card after it has been invoiced accordingly.

#### **5. Reimbursement of expenses**

If the contract is not executed for reasons beyond the control of ACC, ACC shall be entitled to have its expenses reimbursed. The amount of the reimbursement depends on the period of time before the scheduled event in which ACC has been informed about the event's cancellation. Up to 6 calendar days before the delivery date: no charge; up to 2 calendar days before the delivery date: 75 % of the contract value; on the day of delivery itself: 100 % of the contract value.

The client shall be given the opportunity to prove that the flat-rate reimbursement charges have not been incurred to that extent or not at all.

#### **6. Passing of risk, complaints, liability**

6.1. The client shall be responsible for the rental items during the entire rental period.

6.2. The client shall check and inspect the rental items and goods on delivery.

6.3. The ACC employee in charge shall be immediately informed about complaints at the place of delivery, especially about shortages or items not ordered. Complaints at a later point in time shall not be accepted, because they cannot be verified any more.

6.4. The client shall be liable for any loss, impairment and deterioration of, as well as damage to, the rental items and for any consequential losses in this respect from the moment of accepting the deliveries or services. It is emphasized in this connection that particular prudence and care shall be required on the client's part when operating beer tapping systems (CO<sub>2</sub> plants). If the client uses such a plant, it shall be at his own risk. Any claims for damages asserted by the client shall be excluded in accordance with section I.4. of these terms and conditions.

6.5. ACC shall be liable to the client for any possible damage to anybody's garments and health as a consequence of using the rental items in accordance with section I.4. hereof, any other liability on the part of ACC shall be excluded.

6.6. In accordance with section I.4. of these terms and conditions, ACC cannot assume any liability for indirect damage to persons, property and assets as well as for consequential losses.

#### IV.

##### **Special terms and conditions in the event of assigning ACC personnel**

Unless something else has been stipulated below, the provisions set forth under I. above shall apply accordingly.

##### **1. Assignment of personnel**

1.1. ACC also renders its services in the field of Event Catering and at other events by providing personnel.

1.2. The client shall not be entitled to give instructions to the personnel recruited by ACC; only ACC has the authority to give instructions.

1.3. The client shall take care that the personnel provided by ACC can render their services independently and, wherever possible, physically separated from the client's personnel. Unless something else has been agreed, the personnel provided by ACC shall always be identifiable as such.

##### **2. Contact**

2.1. The client shall only discuss details about the services to be rendered by ACC with the contact named by ACC and inform this person accordingly.

2.2. The person appointed by ACC as contact shall plan and supervise the ACC personnel as well as the rendering of the services and receive any possible complaints lodged by the client. Consequently, ACC shall be exclusively responsible for instructing, guiding and supervising its own personnel, although it shall be up to the client to supervise the contractual performance of the services ordered, or have it supervised by a third party, and accept these services. No working equipment and/or operating materials shall be provided to the contact by the client, unless agreed so in writing.

##### **3. Minimum wage**

ACC hereby assures that the ACC personnel shall receive the statutory hourly wage valid at the time of delivery/rendering the services in accordance with the provisions of the [German] Act Regulating a General Minimum Wage (MiLoG), when on an assignment in the Federal Republic of Germany. ACC also assures that it complies with its documentation and retention duties pursuant to Article 17 MiLoG it has towards the responsible supervisory state authorities. And finally, ACC hereby assures to have demanded a confirmation from sub-contractors which carry out work or render services on behalf of ACC that they comply with the provisions of MiLoG as well.

#### **END of the terms and conditions**