

# GENERAL TERMS AND CONDITIONS

## 1. APPLICATION

These General Terms and Conditions shall apply to deliveries, services and offers from the online shop of Käfer Service Hamburg GmbH, Heimstettener Straße 1, 85599 Parsdorf, Germany (referred to hereinafter as "Käfer") for trade fair gastronomy on the trade fair grounds (halls and CCH) in Hamburg.

## 2. CONCLUSION OF CONTRACT

2.1 For orders from the web shop, the buyer is bound to his order for two weeks.

2.2 Orders shall only become legally valid upon confirmation by Käfer. The confirmation has to be given in writing, by e-mail or in another form. The order will also be deemed to be confirmed through the delivery of the ordered goods or the performance of the service.

2.3 When alcoholic drinks are ordered, the customer confirms with the submission of the order that he has attained the legally required minimum age and furthermore undertakes to ensure that either he or another person of full age authorised by him will receive the goods.

## 3. TERMS OF CANCELLATION FOR ORDERS THROUGH THE WEB SHOP, BOOTH CATERING AT THE FAIRGROUND AND FOR THE CCH

### 3.1 RIGHT OF CANCELLATION

A buyer who is classed as a consumer has the following right of cancellation when a long-distance selling contract has been concluded. You have the right to cancel this contract within 14 days without stating the reasons. The cancellation period shall have a duration of 14 days, beginning on the day on which you or a third party appointed by you, who is not the carrier, have or has taken possession of the goods. In the event that a standardised order has been placed for the separate delivery of several goods, the period shall begin on the day on which you or a third party appointed by you, who is not the carrier, takes possession of the last item delivered. To exercise your right of cancellation, you must notify us

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by sending a clear declaration (e.g. in a letter sent by post, a fax or an e-mail), stating your decision to cancel this contract. You may use the sample cancellation form if you wish, though this is not compulsory. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

### 3.2 CONSEQUENCES OF CANCELLATION

Should you cancel this contract, we shall reimburse you for all payments received from you, including delivery costs (with the exception of additional costs due to your selection of a different form of delivery than the low-priced standard delivery service we offer), without undue delay and no later than within 14 days of the day on which we received notification of your cancellation of this contract. We will use the same means of payment for this reimbursement that you used for the original transaction, unless a different means of payment was expressly agreed with you. Under no circumstances will you be charged any fees for this reimbursement. We shall be entitled to refuse to reimburse you until we have either received return delivery of the goods or until you have furnished proof that you have returned them, whichever event occurs first. You shall return or hand over the goods to us without undue delay and in any event no later than within 14 days of the day on which you notify us of the cancellation of this contract. This period shall be deemed to have been observed if you dispatched the goods before the expiry of the 14-day period. You shall cover the direct costs of returning the goods.

If, due to their nature, the goods cannot be returned to us by post in the normal manner, you shall cover the direct costs of returning the goods. The costs are estimated to amount to a maximum of EUR 20.00 within Germany and to a maximum of EUR 60.00 when sent from another EU country. You shall only be liable to compensate for any loss in value of the goods if this loss in value is attributable to an unnecessary act performed by you in order to inspect the condition, features and functions of the goods.

End of information on terms of cancellation

#### 4. EXCLUSION OF RIGHT OF CANCELLATION FOR ORDERS THROUGH THE WEB SHOP, BOOTH CATERING AT THE FAIRGROUND AND THE CCH

You shall not be entitled to exercise your right of cancellation if

- the goods are not pre-fabricated and their production is significantly based on an individual selection or determination by the buyer or
- the goods were clearly tailored to the personal requirements of the buyer or
- the goods may perish rapidly or their "best before" date would rapidly expire
- the goods are delivered sealed and, in cases where the seal was removed after delivery, are not suitable for return due to health or hygiene considerations, or
- in the case of alcoholic drinks whose price was agreed at the time of concluding the contract, but which could not be delivered until 30 days after conclusion of the contract at the earliest and whose current value depends on market fluctuations over which Käfer has no influence or
- in the case of contracts for the delivery of food and drinks or on the performance of other services in connection with leisure activities, if the contract designates a specific date or period for the performance. This exception shall not apply to contracts on travel services according to § 651 a of German Civil Code (BGB), if they were concluded outside of business premises, unless the oral negotiations on which the conclusion of the contract is based were conducted on the basis of previous orders by the buyer.

#### 5. CANCELLATION OF CONTRACTUALLY AGREED SERVICES/EVENTS

A free cancellation is no longer possible after the conclusion of the contract. This shall not apply in the event of a breach of our obligation to take into consideration the rights, legal interests and interests of the customer if the latter can no longer reasonably be expected to adhere to the contract as a result or if the customer is entitled to any other statutory or contractual right of rescission.

5.1. If the customer cancels the service, delivery or performance booked or commissioned with us up to four weeks before the agreed date of performance or event, Käfer shall be entitled to withhold or invoice 35% of the estimated total costs as a cancellation fee from the advance payment made, plus the room rents specified or to be paid by us. In case of cancellation up to 5 days before the agreed service or event date, the cancellation fee increases to 70 % of the estimated total costs. Thereafter, the cancellation fee will be 90 % of the estimated total costs.

5.2. The date on which Käfer receives the written cancellation notice is decisive for compliance with the cancellation deadlines. The deduction of saved expenses were taken into account within the cancellation fee according to item 1. The customer reserves the right to prove that we have suffered less damage because of the cancellation.

5.3. Furthermore, Käfer is entitled to withdraw from the contract if there are reasonable grounds to assume that the event could endanger the smooth running of the business, the safety or the public reputation of the company without this being attributable to our sphere of control or organisation. In this case, the customer has no claim to damages.

## 6. DELIVERY COSTS FOR ORDERS THROUGH THE WEB SHOP

6.1 For each claimed day of the trade fair we raise a delivery package sum of 5% from the net value of goods, at least 80,00 € plus VAT. Later readers will be charged accordingly.

6.2 The goods shall be delivered by Käfer exclusively to the trade fair booth inside the exhibition hall that is designated by the buyer at the time of ordering. In the case of booths with several storeys, the goods will be delivered on the ground floor. A delivery deviating from this must be agreed separately. Upon request, Käfer will prepare a corresponding offer.

6.3 Deliveries to conference rooms of the exhibition and the CCH or to other locations on the exhibition grounds than exhibition halls are excluded from the delivery service. Such deliveries must be agreed separately. Upon request, Käfer will prepare a corresponding offer.

6.4 Käfer shall always endeavour to adhere to the time frame for delivery and return transport specified by the buyer upon placing the order. In individual cases, e.g. when trade fair halls are overcrowded and access is obstructed, minor deviations from this time frame can occur. Insofar as Käfer is not responsible for a non-adherence to the delivery and return transport times, this shall not constitute a defect in the service.

6.5 Käfer only takes back full and sorted containers. Opened containers or individual bottles and goods orders within the scope of a package are not taken back. Missing empties will be invoiced. If other beverages are taken along, a deposit for bottles and crates will be invoiced. Beverages outside Käfer's standard range can only be ordered with firm acceptance.

6.6 The return of undamaged containers as well as the return of any dishes (equipment) provided shall take place on the last day of the trade fair or event.

6.7 If a buyer only orders personal, there is no delivery cost.

6.8 Should there be any payment backlogs due with regard to the buyer, Käfer can make the delivery and provision of personnel dependent on these claims being settled.

## 7. NUMBER OF PARTICIPANTS

If a service by Käfer is calculated per person, the buyer shall be obliged to bindingly inform Käfer of the precise number of participants and the definitive selection of food and beverages in written form by no later than seven working days prior to the event or delivery. All services calculated per person are charged on the basis of the last number of participants stated within the above deadline, or, if no number is named within the deadline, on the basis of the number stated in the reservation or booking. This information shall be considered as guaranteed content of the contract and shall be taken into account accordingly in the final invoice. Any additional orders for food, drinks, additional material, staff, etc. will be invoiced separately according to Käfer's list prices.

## 8. LOSS OR DAMAGE OF RENTAL PROPERTY

For rented or loaned items, the customer is obliged to exercise due diligence from the time they are taken over until they are returned. In the event of damage or loss due to the fault of the customer or fault attributable to him, in particular his employees or guests, the costs of replacement or repair will be charged. The customer has the possibility to prove that no damage was caused at all or that the amount of damage was lower. In this case, the reimbursement obligation of the customer is limited to the amount proven by him.

## 9. PAYMENT

9.1 For orders from the web shop, payment is made by credit card or cash in advance, unless otherwise agreed in writing. If there is a prepayment, it has to be made in advance to the account specified in the ordering process.

9.2 In the event of any chargeback due to incorrect information provided by the customer, the customer shall bear the costs incurred as a result.

9.3 In the case of services which are invoiced after prior agreement and contractual regulation:

Käfer will issue a down payment invoice of 75% of the order volume after the contract has come into force, which is due immediately, but no later than 10 working days before the start of the event. If no payment is made, Käfer is entitled to refuse the services.

The amount / the remaining balance is due for payment within 10 days of the invoice date without any deduction.

If a credit card is deposited for security, Käfer is entitled to debit the open amount, provided that payment is received by the payment date.

In the event of late payment, Käfer reserves the right to charge statutory default interest.

## 10. REPLACEMENT WITH SIMILAR GOODS, CHANGES IN VINTAGE AND PRODUCT IMAGES

10.1 Käfer reserves the right to replace individual goods with an identical quantity of similar goods insofar as the originally intended goods are not available. In the case of wines, changes in vintages are possible.

10.2 It is furthermore possible that decorative items may additionally appear in product images; these are only to be seen as decorations and shall not be included in the scope of supply of the ordered item.

## 11. DISPATCH AND TRANSFER OF RISK

11.1 The risk shall be transferred to the buyer as soon as he takes possession of the purchased items in cases where the buyer is in default of acceptance. The rights and duties of the contracting parties shall be governed by Sec. 446 of German Civil Code (BGB).

11.2 At the request of the customer, deliveries will be insured in his name and for his account.

## 12. WARRANTY

12.1 The customer shall inspect the delivered goods upon receipt for obvious and identifiable defects with respect to their condition and notify Käfer of any defects discovered. This shall not affect the warranty rights of the buyer.

12.2 If the item supplied does not have the agreed properties or if it were unsuitable for the use designated in the contract or for general use, or if it does not have the features which public statements made by Käfer would lead the buyer to expect, Käfer shall, on principle, render supplementary performance by subsequently delivering a defect-free item. Multiple subsequent deliveries shall be permissible. Should a second supplementary performance fail, the buyer may choose to either reduce the purchase price by an appropriate sum (price reduction) or declare the cancellation of the contract (rescission).

12.3 In the case of perishable goods, Käfer will only be able to process complaints swiftly and unbureaucratically if the buyer asserts his claim immediately after discovering the defects, so that Käfer can investigate whether the complaint is justified.

12.4 In the case of wines, natural precipitation such as crystallisation, tartar or deposits shall not constitute deviations from the contractually specified scope of services and shall hence not constitute defects. All orders are subject to changes in vintage, incorrect price details and mix-ups of images.

12.5 Insofar as the buyer is a consumer, the warranty period shall be two years from delivery of the goods. Insofar as the buyer is a merchant, legal entity under public law or public-law special fund, the warranty period shall be one year from delivery of the goods.

### 13. PRICES

13.1 The prices quoted by Käfer in the online shop may deviate from the price details quoted by other companies in the Käfer Group. This shall apply, in particular, with regard to the prices in the retail outlets of Feinkost Käfer GmbH and Käfer Delikatessen Markt GmbH.

13.2 Prices are quoted in Euro. Unless expressly provided otherwise, the prices specified in Käfer's offers include the statutory VAT of 7% and 19%, the sparkling wine tax and normal packaging. The delivery costs are in accordance with paragraph 5. of these general terms and conditions.

13.3 Personnel must be booked for a minimum duration of four hours and may be booked for a maximum of ten hours per day. Should personnel be required for less than four hours or for less than the number of hours booked, payment shall nonetheless be due and payable for the full four hours or the booked number of hours respectively. Should personnel be required for longer than the time booked when placing the order, the hourly rate quoted in the price list or the online shop shall be charged per employee for each hour of work commenced.

13.4 Should the period between the time of concluding the contract and the delivery date or the start of the event exceed four months, Käfer reserves the right to make appropriate price adjustments, insofar as this can reasonably be expected of the buyer. Such a price adjustment can only be made due to circumstances which would decrease Käfer's profit margin, were the prices to remain the same (including but not limited to increases in production and personnel costs, rises in purchasing prices or an increase in statutory value-added tax). If, in concluding the contract, the buyer is pursuing his commercial or self-employed business activity (entrepreneur), the statutory value-added tax can be adjusted whenever the applicable rate changes.

### 14. LIABILITY

14.1 Insofar as the buyer is a consumer, Käfer's liability shall be limited, in the case of slightly negligent breaches of duty, to direct average damage that is typical under this kind of contract and foreseeable for the type of goods involved. This shall also apply to slightly negligent breaches of duty by the personnel, employees, representatives and vicarious agents of Käfer.

14.2 Insofar as the buyer is an entrepreneur, a legal entity under public law or a public-law special fund, damages claims shall be excluded regardless of the nature of the breach of duty, including unlawful acts, except in cases of intentional or grossly negligent acts. In the case violations of material contractual obligations, Käfer shall be liable for each case of negligence, but only up to the amount of the foreseeable damage. Claims cannot be asserted for lost profits, for saved expenses, based on third-party damages claims or for any other indirect and consequential losses, unless a characteristic warranted by Käfer was intended to protect the buyer from such losses.

14.3 Insofar as Käfer's liability is excluded or limited in accordance with Art. 14.2, this shall also apply to personnel, employees, representatives and vicarious agents of Käfer.

14.4 The limitations and exclusions of liability in accordance with Art. 14.1, 14.2 and 14.3 shall not apply to claims that arise due to malicious behaviour on the part of Käfer, to liability for warranted characteristics, to claims pursuant to Product Liability Law nor to damages arising from death, personal injury or health impairment.

## 15. RETENTION OF TITLE

15.1 Käfer shall retain title to the supplied goods (the goods subject to retention of title) until all accounts receivable due to Käfer from the buyer based on this legal transaction have been settled. The buyer may not sell the goods subject to retention of title or otherwise dispose of them.

15.2 In the case of seizure of the goods subject to retention of title by a third party – particularly by levy of execution – the buyer shall indicate that the goods are the property of Käfer and notify Käfer without undue delay so that it can assert its property rights. Insofar as the third party is unable recompense Käfer for the judicial or extra-judicial charges incurred in this context, the buyer shall be liable for such costs.

15.3 If the buyer acts in breach of the contract – including but not limited to default in payment – Käfer shall be entitled to rescind the contract and demand the return of the goods subject to retention of title.

## 16. FORCE MAJEURE

16.1 “Force majeure” shall mean the occurrence of an unforeseeable, unavoidable event which is beyond the control of all parties to the contract and which under the given circumstances could not have been avoided by reasonable, acceptable means and which partially or completely prevents or obstructs the fulfilment of the contractual obligations of either party. These include wars, civil wars, revolutions, earthquakes, natural disasters and pandemics.

16.2 The party concerned shall immediately notify the other party of the force majeure event.

16.3 A party to the contract that may invoke a force majeure event shall be released from its obligation to perform its duties under the contract and of its obligation to pay damages, a contractual penalty or cancellation fees, provided that notice of the force majeure event is promptly given to the other party. In case the other party is not notified immediately, the above provision shall apply from the date on which the notification of the force majeure event is received by the other party. If the effect of the force majeure event is only temporary and fulfilment of the purpose of the contract is still possible and reasonable after the impediment has ceased to exist, the above provision shall only apply as long as the force majeure event prevents or obstructs the provision of the contractual service. If the force majeure event lasts longer than 12 months or if the performance of the contract becomes impossible or useless (loss of interest) as a result thereof, each party shall have the right to terminate the contract within a reasonable period. If one party to the contract has already incurred expenses or other necessary costs on the initiative of the other party in order to fulfil the contract, the other party shall be obliged to reimburse such expenses and costs. To the extent any payments (including, without limitation, down or advance payments) of the contractually agreed remuneration have already been made, such payments shall be reimbursed, taking into account any deductible expenses and costs.

## 17. REGULATION FOR HARDSHIP CASES IN CONNECTION WITH THE CORONAVIRUS PANDEMIC

In case performance of the contract is not possible due to the effects of the coronavirus pandemic (e.g. due to official orders or other instructions from a public authority), this shall constitute a case of impossibility, which shall release both parties from their performance obligations. The same applies if the performance of the contract is not reasonable due to the effects of the coronavirus pandemic. In particular, unreasonableness shall be assumed if the cancellation of events planned at Messe Hamburg and/ or in the CCH is recommended due to official orders or other instructions from a public authority or if participants from areas or countries that have been declared risk areas or risk countries by a competent authority or institution would be admitted and preventive measures for the protection of personnel, suppliers, customers or visitors or other third parties affected by the event are not taken or are impossible or unreasonable. In cases of impossibility or unreasonableness, each party to the contract shall have the right to terminate the contract within a reasonable period of time. Any claims for the payment of damages, a contractual penalty or cancellation fees shall be excluded. If one party to the contract has already incurred expenses or other necessary costs on the initiative of the other party to fulfil the contract, the other party shall be obliged to

reimburse such expenses and costs. To the extent any payments (including, without limitation, down or advance payments) of the contractually agreed remuneration have already been made, such payments shall be reimbursed, taking into account any deductible expenses and costs.

## 18. DISPUTE RESOLUTION BEFORE A CONSUMER ARBITRATION BOARD

Platform of the EU Commission for online dispute resolution:

[www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)

Under the German Consumer Dispute Resolution Law (VSBG) Käfer is not under any professional or legal obligation to participate in dispute settlement proceedings before a consumer arbitration board. Participation in such proceedings is voluntary. Käfer hereby declares that it is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration board.

## 19. DATA PROTECTION

For the handling of customer data, in particular the collection, use and processing, the special "data protection instructions for customer data processing" in accordance with Articles 13, 14 and 21 DSGVO are available here: <https://www.feinkost-kaefer.de/datenschutz>.

## 20. FINAL PROVISIONS

20.1 The buyer may only offset legally binding or undisputed claims against claims of Käfer. The assignment of receivables due to the buyer from Käfer shall not be permissible.

20.2 The Law of the Federal Republic of Germany shall govern the entire legal relationship between Käfer and the buyer. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not be applicable.

20.3 Insofar as the buyer is a merchant, legal entity under public law or a public-law special fund, Munich shall be the sole venue for all disputes arising directly or indirectly from the contractual relationship.

20.4 Should any provision of these General Terms and Conditions or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of the remaining provisions or agreements.