

## **§1 GENERAL**

1. All commissions ordered by the Yosoy GmbH follow this order:

- The content of written agreement between the parties
- The order confirmation and the supply
- These general terms and conditions
- Statutory regulations of the German Civil Code (BGB)

2. Deviations from these general terms and conditions require a written agreement.

## **§2 CONTENT OF THE CONTRACT**

1. The Yosoy GmbH provide among other things catering services and run events at venues outside the home location.

2. For all deliveries and services the following conditions are relevant. They remain valid to all future legal relationships between the Yosoy GmbH and the Orderer. All contract conditions of the Orderer can only get part of the contract via a written consent of the Yosoy GmbH.

3. The acceptance of the service by the Orderer is also considered to be an acceptance to these general terms and conditions.

## **§3 CONCLUSION OF THE CONTRACT**

1. If nothing more results from the offer, it stays non-binding. Orally or by phone made offers demand an immediate written confirmation.

2. If the offers are drawn up based on revised information and documents supplied by the Orderer, the Yosoy GmbH is not liable for whatsoever with respect to the information received, except its deficiency and unsuitability remains undiscovered due to intent or gross negligence.

3. The necessity to obtain official licenses, concessions or other permissions is only element of the offer if expressly indicated.

4. Offerings, plans, concepts etc. remain, insofar no other agreement has been set, with all attaching rights property of the Yosoy GmbH. The Principal undertakes to refrain from utilizing them in any other shape or form, specifically by copying or distributing or passing them on to third parties by undertaking any changes without the express consent of the Yosoy GmbH.

## **§4 RENTAL OF OBJECTS**

1. All of the Yosoy GmbH provided materials and objects, except for food and beverage, stay property of the Yosoy GmbH and get only rented.

2. In such a way rented objects (especially crockery, glasses and table linen etc.) has to be handled considerately and carefully by the Orderer and should be handed back promptly after the event. For either damaged, broken or lost objects the Orderer is fully responsible and have either to repay the production costs or replacement costs.

3. Proof of return is subject to approval of the Yosoy GmbH.

4. The rental cost is determined by the calendar day. Effective as the commencement of the rental is the day of the takeover. As rental end date counts the return of the rented item. The delayed return of the rented item will additionally be calculated each day after the agreed rental fee and remains due till the complete payment.

5. The Yosoy GmbH is entitled, for the period of the rental, to demand an appropriate amount of bail. The bail is interest-free.

## **§5 REMUNERATION**

1. All prices and price information are on principal quoted in EURO even with the absence of their concrete indication, plus taxes (especially value-added tax) and duties without any further public-law ancillary charges.

2. The offer prices apply only upon undivided order.

3. In case of delay of the commencement or continuation of the service, for reasons of which the Yosoy GmbH can not be held responsible for, the Yosoy GmbH are entitled to charge additional expenses arising from this delay. Authoritative in such cases are the defined rates of the Yosoy GmbH of that day.

4. In the offer not included services which are performed upon the request of the Orderer or additional expenses due to false information of the Orderer or by third parties; due to delays of transport through no fault of one's own; delays or unprofessional preparatory performances of the Orderer or by third parties, unless they are Yosoy GmbH fulfillment assistants, will be invoiced to the Orderer separately. In particular, this also applies for costs and charges for obtaining appropriate permits and concessions but also for costs and charges resulting from the service provided abroad.

5. Services and errands which are provided assessed in the course of planning and fulfilling the contract at the Orderers request, shall be charged separately.

## **§6 DELIVERY AND PERFORMANCE PERIOD**

1. Stated dates for performance of services are only approximate, unless fixed written dates have been arranged.

2. Changes and rearrangements requested by the Orderer after the conclusion of contract, lead to the loss of the binding character of all delivery dates. The same applies for all for the Yosoy GmbH not fungible disturbance or impediment, in particular for documents being made available late but also official licenses/permissions and material of the Orderer which will be necessary. All of this leads to the same result, the loss of the binding character of all delivery dates.

3. If either from the Yosoy GmbH, its suppliers or subcontractors appear any not fungible disruptions especially caused by strikes, lockouts and other cases of force majeure, which were unforeseeable and through no fault of our own and furthermore these incidents lead to massive interruptions, then the delivery period shall be extended accordingly. In case the disruptions make the fulfillment of the contract impossible, each party is likewise entitled to withdraw from the contract. The Yosoy GmbH then shall be entitled to receive remuneration for this period the service has been provided, whereby the costs for proposal preparation and of third parties - these who were important for the realization - are taken into account in these calculations. Further claims for compensation are excluded for both parties.

4. Objects from the Orderer which should be used in the context of performance, must be delivered by the agreed date free of charge. The Yosoy GmbH is not obliged to redeliver/return those objects. If the Orderer does not initiate an errand for redelivery, the redelivery will be carried out on account and on risk of the Orderer.

5. Should, for reasons the Orderer is not responsible for, the goods ready for dispatch, not be able to be delivered, the performance risk passes on the Orderer from the day of readiness of delivery. The Yosoy GmbH shall only be liable in case of intent or gross negligence.

## **§7 APPROVAL**

1. Receipt or delivery formally and regularly occurs immediately upon completion of the service or delivery. The Orderer or legally agreed proxy is obliged to be present at the handover. In this respect, it is explicitly recognized that the handover time can take place shortly before the start of the event.

2. Any remaining partial services still to be rendered or reported defects will be completed or repaired as quickly as possible. Insofar the defects do not have heavy impact on the overall service, they will not constitute any entitlement to refuse the receipt.

3. Usage of the service or part of the service without previous formal receipt by the client, or rather from the moment of consumption of delivered or prepared food and beverage, the acceptance is deemed completed.

## **§8 WARRANTY**

1. The Orderer is obliged, to verify goods and services provided or delivered subsequently by the Yosoy GmbH and report immediately any defects noticed either orally at the place of action or by telephone, to give opportunity to the Yosoy GmbH to make its own detections and to resolve them.

2. Under warranty the client can only claim rework. Type and manner of the proper rectification shall be at the discretion of the Yosoy GmbH. A replacement delivery may also be included at any time. The Client may only assert claims over and above this, if two attempts at remedial work have failed due to the same defect.

3. Unless stated explicitly in writing, products descriptions, models and presentations do not serve as guarantees or warranted characteristics.

4. This warranty shall not extend to defects occurring with the Client due to natural wear and tear, damp, intense heat or improper handling or unsuitable storage. The same applies to the warranty not extending to reasonable variations in shape, dimensions, color, texture, taste and other characteristics of the goods, especially of groceries.

5. In case notification of defects is reported late, or no provisions due to known defects were made at the time of approval, the warranty claim will lapse in their entirety. The same is true if the Client undertakes changes himself or if he makes it difficult or impossible for the Yosoy GmbH to establish and remedy the defects, which as a rule applies to any notifications only after the finish of the event.

## **§9 LIABILITY**

1. The Yosoy GmbH shall not be liable for deliveries and/or performances of third parties that have been commissioned upon request of the Orderer unless it can be proven that the Yosoy GmbH breached its obligation to due diligence in a deliberate or grossly negligent manner in the context of selecting and monitoring the third parties. The Orderer then shall be entitled for warranty claims against third parties.

2. Further claims for compensation concerning damages of any kind, including such damages not having occurred with regard to the contract item itself, for instance from delay, breach of duty or unauthorized actions, are excluded, unless damage was caused due to intentional or grossly negligent actions, and insofar as by excluding such compensation claims, fulfillment of the contract is not prevented or jeopardized. The restriction of liability applies in equal scope for the Yosoy GmbH's vicarious agents and execution agents. In the event of claims under the Product Liability Act and injury to life, body or health, the Yosoy GmbH shall be liable in accordance with the statutory provisions.

## **§10 DRAFTS AND CONCEPTS**

1. Plans, drafts, drawings, concept descriptions etc. including all their attaching rights remain in the Yosoy GmbH's property, even if they have been handed to the Orderer. The transfer of property and usage rights need to be explicitly stated in writing.

2. Unless nothing else has been agreed in writing, changes to plans, drafts, concepts etc. shall only be undertaken by the Yosoy GmbH.

3. If the materials or documents from the Orderer are provided for a certain service, the Orderer must then also give guarantee that the item produced and supplied in accordance with his or her documents do not violate any third-party property protection rights. The Yosoy GmbH is not obliged to ascertain whether the information and documents the Orderer has provided, infringe protective rights of third parties.

## **§11 PAYMENT TERMS**

1. The Yosoy GmbH is entitled to invoice each performance and service immediately after its realization. Advance payment of 75% of the agreed payment can be demanded by the Yosoy GmbH at any time.

2. Unless otherwise agreed, the invoices shall be paid within 10 days from the date of invoice.

3. The Orderer bindingly informs the Yosoy GmbH 7 calendar days before the day of event about the number of people will appear.

4. In case of payment delay the Yosoy GmbH shall be entitled to charge statutory interest to the officially given rate. The Orderer shall reserve the right to prove a lower level of loss.

5. In case of a payment default, the Yosoy GmbH shall be entitled to retreat from the contract and to demand compensation for non-fulfillment. The amount of compensation is determined and derived from the charges produced till the moment of cancellation. The Orderer shall reserve the right to prove a lower level of loss.

## **§12 TERMINATION, CANCELLATION**

1. The Orderer is entitled to cancel the contract at any time.

2. If the Orderer terminates/cancels the contract without a caused reason given by the Yosoy GmbH, the Yosoy GmbH shall be entitled to receive remuneration as following:

a. Already booked external services (providers and suppliers etc.) invoiced to the Yosoy GmbH shall be paid entirely by the Orderer.

b. If agreed services – no matter the reason – are cancelled 4 weeks before the beginning of the event, a compensation of 40% from the agreed remuneration (excluding any external services that have already been calculated) shall be paid. The Orderer shall reserve the right to prove a lower level of loss.

c. If agreed services – no matter the reason – are cancelled 2 weeks before the beginning of the event, a compensation of 60 % from the agreed remuneration (excluding any external services that have already been calculated) shall be paid. The Client shall reserve the right to prove a lower level of loss.

d. If agreed services – no matter the reason – are cancelled 1 week before the beginning of the event, a compensation of 75 % from the agreed remuneration (excluding any external services that have already been calculated) shall be paid. The Client shall reserve the right to prove a lower level of loss.

e. If agreed services – no matter the reason – are cancelled one day before the beginning of the event or at the day of the event, a compensation of 100 % from the agreed remuneration (excluding any external services that have already been calculated) shall be paid. The Client shall reserve the right to prove a lower level of loss.

3. The right to terminate the agreement for good cause remains unaffected for all parties, under the condition however that prior to this, an appropriate written warning within a reasonable period of time has been sent and that this deadline has passed without any success.

## **§13 FINAL PROVISIONS**

a. If a determination should completely or partly be or get ineffective, this shall not affect the effectiveness of the remaining parts of the contract. In case and insofar as the agreements contain a void or insofar as such void appears later on, the Parties undertake to replace the partly ineffective provision or void with a new and effective regulation whose economic success

is as similar as possible to the ineffective provision. All declarations have to be in written form to be valid. The parties agree on that no verbal side agreements had been made.

b. The Orderer agrees to the storage, processing and transfer of personal data in the database of the Yosoy GmbH and to the usage of these data for implementation of the contract. The Orderer can contradict the use of his data at any time. Therefore an explanation should be sufficient.

c. In the industrial legal relations the place of jurisdiction is exclusively Berlin, whereas the German law is applicated - the UN Convention on the International Sale of Goods shall be excluded.