

General Terms and Conditions for Services provided by fairgourmet GmbH

I. General terms and conditions

1. Unless otherwise agreed in writing, exclusively the General Terms and Conditions (GTC) of fairgourmet GmbH as listed below shall apply only. The services of fairgourmet GmbH are offered subject to confirmation. They include the supply and delivery at the booth, collection and final cleaning of appliances or equipment, but exclude any intermediate cleaning or similar services respectively.
2. The schedule of prices in its authorized version as of the time of the formation of contract shall apply. If there is a time lag of more than four (4) months between said formation of contract and the beginning of the event, fairgourmet GmbH reserves the right to adjust the prices using equitable discretion by written notice to the contracting party no later than three (3) weeks prior to the beginning of the event. If fairgourmet GmbH exercises this right, the contracting party may rescind from the contract by written notice to fairgourmet GmbH within a period of two (2) weeks. Thereupon, the contract will expire, and any mutual claims between fairgourmet GmbH and the contracting party will lapse.
3. All prices are shown in Euros (€) and are net, viz. plus statutory value added tax (VAT) at the rate applicable at the time of performance.
4. A surcharge of € 10.00 plus applicable statutory value-added tax will be charged on orders with a net order value of less than € 100.00 on the final invoice (i.e. taking into account credits for unused goods).
5. Should any event overrun its agreed duration, a surcharge in the amount of four (4) Euros will be charged per guest and full hour. An additional amount will be payable if and to the extent to which fairgourmet GmbH will account for reasonable additional expenses it has incurred.
6. All invoices will be due for payment within fourteen (14) days from the date of invoice. At the request of fairgourmet GmbH, invoices with a net order value of less than three hundred (300) Euros shall be payable immediately in cash or through credit card respectively.
7. For a net total order value of five thousand (5,000) Euros or more, an advance payment in the amount of fifty percent (50%) of the gross total order value shall be made at the request of fairgourmet GmbH.
8. The contracting party is responsible for immediately reporting any defects in the contractual service. Later complaints, in particular those made after the end of the event, are generally irrelevant.
9. The contracting party shall communicate to fairgourmet GmbH the precise number of attendees in writing no later than seven (7) days from the beginning of the event. Until two (2) days from the beginning of the event, the contracting party will be entitled to reduce the number of attendees free of charge by no more than five percent (5%). Incidentally, the following will apply. Twenty percent (20%) of the agreed net consideration shall be payable for cancellations made between fourteen (14) and eight (8) days from the beginning of the event; thirty percent (30%) shall be payable for cancellations made between seven (7) and four (4) days from the beginning of the event; and sixty percent (60%) of the agreed net consideration shall be payable for cancellations made three (3) days or less from the beginning of the event respectively. For partial cancellations that do not fall within the scope of Clause 9, sent. 1, above, the foregoing shall apply mutatis mutandis. The contracting party will still be entitled to demonstrate that fairgourmet GmbH saves higher expenses due to the cancellation or partial cancellation respectively than what would be expected pursuant to the above provision; in such an event the contracting party will only owe such net consideration with regard to the cancelled contract (or any part thereof) reduced by said proven expenses.
10. In the event of occurrence events or circumstances of Force Majeure or other such events or circumstances beyond the reasonable control of fairgourmet GmbH, fairgourmet GmbH reserves the right to rescind from the contract. Such an event will not give rise to any claims for damages or for reimbursement of expenses.
11. The contracting party will bear the risk of damage to, destruction or loss of any items or objects provided with by fairgourmet GmbH that are not intended for human consumption or use and that will thus remain the property of fairgourmet GmbH unless it should be in a position to demonstrate that fairgourmet GmbH would be responsible for the damage to, destruction or loss of said items or objects.
12. It is not allowed to bring food or drinks to the event. Here, fairgourmet GmbH will be entitled to charge a service charge (also known as corkage) to be determined using its equitable discretion in the event of contravention, subject to any other rights it may be entitled to.
13. There is no smoking in any enclosed rooms where catering is provided. The contracting party will be under the obligation to take reasonable appropriate measures and precautions necessary to comply with this requirement.
14. Where the contracting party is a businessman, a corporate body under public law or special fund under public law, or provided the contracting party's registered offices or domestic place of general jurisdiction is located outside of Germany, the place of performance and legal venue for any and all obligations arising from this agreement will be Leipzig / Germany.
15. Any deviating agreements or side agreements must be made out in writing to be effective. Should any one provision of these General Terms and Conditions (GTC) be or become invalid or ineffective in whole or in part, the validity and effectiveness of the remaining provisions shall remain unprejudiced. Said invalid provision shall be replaced by a provision that most closely resembles the valid content and intention of the invalid provision.

II. Additional terms and conditions for catering at the booth

1. The following additional terms and conditions will apply to catering at the booth (viz. catering at the booth at trade shows, exhibitions of similar events held at the premises of Leipziger Messe GmbH) in addition to and beyond the above terms and conditions. A surcharge in the amount of five (5) Euros plus statutory value added tax at the applicable rate will be charged for a net order value of less than one hundred (100) Euros.
2. fairgourmet GmbH's services are offered on a non-binding basis. The rental includes delivery to the stand, and collection and final cleaning of equipment, but excludes any intermediate cleaning(s) and other services.
3. Unopened beverage crates or similar unused and unopened merchandise from the catalog in its original packaging and sealing, with the exception of food items, will be taken back by fairgourmet GmbH at the end of the event against a return fee in the amount of ten percent (10%) of the charged merchandise value.