

Service and Payment General Terms and Conditions of Dorfner menü Catering-Service + Organisations GmbH & Co. KG

I. General Information

1. The current version of the agreements below shall essentially apply to all services of Dorfner menü, unless otherwise agreed between the Parties. The same shall apply to all future business relations with the contracting partner.
2. Any terms and conditions and subsidiary agreements that deviate from the following Terms and Conditions shall only form part of the contract if set out in writing and signed by Dorfner menü. The same shall apply to agreements made verbally, over the telephone or with representatives of Dorfner menü. General terms and conditions of business of the Client shall not be binding for Dorfner menü.

II. Services and Minimum Order Quantities

1. Dorfner menü's services essentially comprise the delivery of prepared meals and drinks, rental of equipment (furniture, crockery, cutlery, glasses, etc.) and sale of other accessories (e.g. decorations, napkins). The agreed service shall be set out in the respective quote.
2. Dorfner menü shall ensure that all hygiene and food safety provisions are complied with during manufacture and handover. The temperature-maintaining containers (transport containers) provided shall be functional upon handover, allowing the Client to keep the food and beverages in a hygienically safe condition for the period of time agreed in the order confirmation. Responsibility for putting the food and beverages into circulation within the meaning of food safety laws shall transfer to the Client upon handover.
3. In the event of seasonal fluctuations in prices and quality, Dorfner menü reserves the right to replace part of the order with products of equal value, without a change in price and without notice.
However, Dorfner menü shall strive to provide advance notification of such changes by telephone.
4. Orders are essentially possible from the following minimum purchase quantities, as well as by individual arrangement:
5 people or more: cold and hot drinks with products from the snack and bakery range
10 people or more: cold and hot drinks with products over and above the snack and bakery range

III. Quotes and Prices

1. All offers are subject to change. The contract shall only come into being upon confirmation of the order by Dorfner menü. This may be sent in writing, by email or otherwise (e.g. delivery).
2. Unless otherwise specified, prices are ex-factory and exclude the respective statutory value added tax.
3. In the event that a quote is based on billing by number of participants, the basis of calculation for both the scope of service and the invoicing shall be the number of participants bindingly provided as per Item IV No. 1.
4. Unless agreed otherwise, drinks shall be billed according to actual use, with open bottles and barrels being considered used.
5. Should the order value exceed € 400.00, Dorfner menü shall be entitled to request an advance payment of 30 % of the order value immediately upon confirmation of the order. Should Dorfner menü not receive this within a set grace period, it shall be entitled to withdraw from the contract and assert claims for compensation as per the scale set out in Item III No. 7.
6. The use of transport containers for the food and beverages is included in the price. The prices for the rental of equipment (furniture, crockery, cutlery, glasses, etc.) and/or the sale of other accessories (e.g. decorations, napkins) are set out in the quote and are not included in the price of food and drinks. Rental of equipment shall be billed by day. The day on which the equipment is delivered and the day on which it is returned shall each be counted as one whole day. Where delivery has been agreed with the Client, the cost shall be set out in the quote.
7. It shall essentially not be possible to cancel the order. It is always impossible if the goods have been produced according to the Client's specifications or if the goods cannot be returned as a result of their nature. However, should Dorfner menü – by way of exception – declare its agreement to a cancellation, the Client shall be charged as follows:

up to 14 days	before the agreed delivery date	25 % of the order value;
7 to 13 days	before the agreed delivery date	50 % of the order value;
1.5 to 6 days	before the agreed delivery date	75 % of the order value;
fewer than 36 hours	before the agreed delivery date	100 % of the order value.

In such cases, the Client reserves the right to prove that Dorfner menü suffered no or lesser damage. In such cases, Dorfner menü reserves the right to assert further claims for compensation (amounts payable to third parties, additional staffing costs, etc.).

IV. Execution and Warranty

1. Where performance and billing are based on the number of participants, the Client shall give Dorfner menü the binding number of participants 7 days before the start of the event at the latest, unless a different deadline is set out in the order.
2. Dorfner menü shall be entitled to have the commissioned services executed by third parties, either in full or in part.
3. Dorfner menü's supply must be checked for defects immediately upon receipt. In particular, it must be ensured that there is no damage and/or impairment to functionality.

If no written complaint is received, the services, rented equipment and other accessories shall be considered in perfect condition and as having been accepted as in compliance with the contract. There shall be no more warranty entitlements from this point. Consumers must provide notification of all obvious defects immediately in textual form, otherwise the warranty rights for said defects shall not apply. The statutory provisions shall apply as regards hidden or non-obvious (for consumers) defects.

4. The Client must report shortfalls in quantity immediately upon receipt. Complaints shall not be accepted at a later date.
5. Claims for defects shall expire one year after they arise. If the Client is a consumer, this period shall be 2 years. In the event of a defect, Dorfner menü shall initially be entitled to render supplementary performance, where possible. If this is not possible or fails, the Client shall have full entitlement to the other statutory claims.
6. Delivery dates are binding. If deadlines cannot be met for reasons for which the Client is responsible, he shall compensate Dorfner menü for the resulting damage. If delivery is requested, the Client shall specify any special features (floor, access, authorisations, lifts, etc.) at the delivery address when placing the order.
7. If Dorfner menü is unable to meet deadlines for reasons for which it is not responsible, it shall make good the delay as soon as and as far as possible. In this event, the contract shall remain in effect.

V. Equipment and Accessories

1. The Client shall confirm receipt of the rented equipment and accessories and the number of items upon handover. During the rental period, liability shall transfer to the Client. The Client shall take out insurance for the rented items upon request.
2. The Client shall return the rented equipment to Dorfner menü in a clean condition; in particular, the transport containers for food and beverages must be free from food residue. The Client shall bear the cost of replacing or repairing missing or damaged items. If collection by Dorfner menü has been agreed, the Client shall keep to the agreed collection times. Should another journey be required for reasons for which the Client is responsible, he shall bear the resulting costs.

VI. Liability

1. Dorfner menü shall be liable for damage demonstrably and culpably caused by it or its vicarious agents – to the extent that it is responsible for the same – in the fulfilment of the contractual duties.
2. Claims for compensation shall only exist if Dorfner menü can be accused of a grossly negligent or deliberate breach of obligation. Slight negligence shall suffice in this respect in the event of violation of material contractual obligations.
The obligation to provide compensation shall be limited to foreseeable damage typical for the contract.
3. Dorfner menü has taken out business liability insurance. An insurance certificate can be presented upon request.
4. Dorfner menü shall have unlimited liability in the event of injury to life, limb or health as well as intent. Liability according to German product liability law shall not be affected by the above regulations.

VII. Payment and Due Dates

1. Payments shall be made within 14 days of the invoice date at the latest, without deduction. In the event of default on payment, Dorfner menü shall be entitled to charge interest of 8% – or 5% in the case of consumers – above the base interest rate of the European Central Bank.
2. The goods shall remain the property of Dorfner menü until full payment has been made.
3. The Client shall only have rights of offset or retention if his counterclaims are legally established, undisputed or recognised in writing by Dorfner menü.

VIII. Place of Jurisdiction

1. The place of jurisdiction shall be the Dorfner menü's place of business. The statutory provisions shall apply for consumers.
2. Dorfner menü Catering-Service + Organisations GmbH & Co. KG is neither prepared nor obligated to participate in dispute resolution proceedings before a consumer arbitration body.

IX. Contract Term

1. The contractual relationship shall end once the commissioned service has been fully rendered. In the case of regularly recurring services, the contractual relationship may be terminated in writing by either Party with a period of notice of 3 months to the end of the month, unless agreed otherwise between the Parties.
2. The right to extraordinary termination of the contract remains unaffected by the above regulation. Good reason for extraordinary termination shall be deemed to exist if insolvency proceedings are launched regarding the assets of the other Party or the prerequisites for the launch of insolvency proceedings are met.
3. The aforementioned agreements shall remain effective on both sides in the event of legal succession. In contracts with consumers, legal succession shall be deemed good reason for extraordinary termination.
4. Otherwise, the statutory provisions shall apply.

X. Data Protection

1. For the purposes of the contractual relationship with the Client, Dorfner menü collects personal data and stores it in machine-readable format, only insofar and as long as is necessary for the processing, modification and implementation of the contract and is permissible by law. Further use, storage, processing or disclosure to third parties that goes beyond the purpose of the contract shall not take place.
2. The Client consents to storage by placing the order.
3. Dorfner menü shall observe the applicable data privacy law when collecting, using, storing, processing, and – where appropriate – disclosing the data to third parties.
4. The data shall be deleted/returned if the Client withdraws his consent, storage is no longer required to fulfil the purpose of the contract or it has to be deleted by law.
5. The Client is entitled to request information on the scope and purpose of data storage and processing, as well as any disclosure to third parties, in writing at any time. In addition, he can request the deletion/return of data as long as it is no longer required to implement the contract.

XI. General Provisions

1. In the event that one or more provisions of this contract is/are ineffective or invalid, it/they shall be replaced by a provision that comes as close as possible to the regulatory effect intended by the Parties. This same shall apply to any regulatory loopholes. The ineffective or invalid nature of one or more provisions shall not affect the validity of the other provisions.
2. All legal relations between the Parties shall be exclusively subject to the laws of the Federal Republic of Germany.