

ARAMARK RESTAURATIONS GMBH  
GENERAL TERMS AND CONDITIONS FOR EVENTS

**1. Scope of application**

- 1.1 The present General Terms and Conditions ("GTC") shall apply to all contracts and offers made by Aramark Restaurations GmbH ("Aramark") that obtain a reference to these GTC.
- 1.2 Terms and conditions of the customer or third parties shall not apply, even if Aramark does not specifically object with respect to their application. Even if Aramark refers to a letter which contains terms and conditions of the customer or a third party or refers thereto, this shall not constitute Aramark's consent with those terms and conditions.

**2. Conclusion of Contract and Offers**

- 2.1 All offers made by Aramark are non-binding, unless they are explicitly marked as binding.
- 2.2 The legal relationship between Aramark and the customer shall exclusively be governed by the written Event Contract (including its annexes and these GTC). The respective Event Contract and its annexes entirely represents all the agreements made between the contracting parties with regard to the subject matter of the contract. Verbal agreements made prior to the conclusion of the contract are not legally binding, unless they explicitly stipulate that they continue to apply with binding effect.
- 2.3 Supplements and amendments to the contract, including these GTC, are required to be in writing in order to be effective. Transmission by telecommunication, in particular by means of fax or e-mail, is sufficient for compliance with the written form requirement.
- 2.4 Aramark shall retain ownership and copyright in respect of all offers and documents issued. Without Aramark's prior written approval, customer may not disclose Aramark's offer's in whole or in part to third parties and shall not use or copy such offers, neither himself nor through a third party. At Aramark's request, customer shall completely return such offers and documents to Aramark and destroy any copies made, if they are no longer required in the regular course of business or if negotiations do not result in the conclusion of a contract.

**3. Services covered by the Contract**

- 3.1 During the event Aramark shall perform the services as described in the Event Contract and the offer.
- 3.2 All equipment and other assets provided by Aramark for the performance of the services (e.g. furnishings, table linen, cutlery, etc.) shall remain the property of Aramark and are only lent to or rented by the customer. The equipment and assets provided by Aramark are to be treated with care by the customer and shall be returned to Aramark without undue delay after the event.
- 3.3 With regard to the scope, quality and nature of the services agreed on, only the details in the Event Contract and the offer shall be binding. The specifications in the offer shall not constitute legally binding guarantees unless they were explicitly designated as binding guarantees in the contract.
- 3.4 With regard to the time of performance, the details in the Event Contract and the offer shall be binding. If, at the customer's request, the agreed start or end times are changed, Aramark shall be entitled to invoice any additional costs that result from such changes.

- 3.5 Furthermore, Aramark shall not be liable for any operational disruption that was not caused by Aramark (e.g. due to force majeure such as strike, lockout, natural disasters). The customer shall, however, be entitled to withdraw from the event contract, if according to Section 313 of the German Civil Code (BGB) the basis for the transaction has ceased to exist. Further claims of customer, in particular for reimbursement of expenses or compensation with regard to damages, shall be excluded.
- 3.6 Any defects identified by customer shall be reported in detail and in writing without undue delay, otherwise the services shall be regarded as being in accordance with the contract. All claims for defects shall become statute-barred in twelve months after delivery or provision of the services.
- 3.7 The customer shall be responsible for ensuring that the information and documents provided by him are correct. Aramark shall therefore not be liable for any potential damages, defects and delays occurring as a consequence of such incorrect information or documents.
- 3.8 Insofar as concessions or official permits are needed in order to perform the event, the customer shall obtain these at its own expense.
- 3.9 As far as obstacles or disturbances occur which hinder the provision of the agreed services or the customer has a reason to expect the occurrence of such obstacles or disturbances, the customer shall inform Aramark immediately in writing, indicating the cause and the expected duration of the hindrance. The customer's obligation to provide the agreed services shall remain unaffected thereby.

#### **4. Remuneration and Prices**

- 4.1 The remuneration to be paid by the customer to Aramark is stipulated in the Event Contract or the offer. All indications referred hereto are net, excluding value added tax.
- 4.2 Supplementary services which are performed at the customer's request and are not contained in the event contract or offer shall be paid by the customer additionally. The same shall apply to additional costs which Aramark may incur as a result of the information provided by the customer being incorrect or the customer's failure to fulfill his duties of cooperation completely or timely.
- 4.3 All invoices are due for payment without deduction immediately after receipt. Payments to Aramark shall only be regarded as having been made when they have been credited to one of the Aramark accounts.
- 4.4 If the customer is in default, Aramark shall be entitled to demand a default interest of 8 percentage points above the basic rate of interest under Section 288 (2) BGB. Aramark reserves the right to claim further damages.
- 4.5 Upon conclusion of the contract Aramark shall be entitled to demand from the customer an advance payment of 50% of the contract value.
- 4.6 In addition, Aramark shall be entitled to demand from the customer an advance payment equivalent to r 25% of the contract value 10 working days before the start of the event. If the customer is in default with the advance payments, Aramark shall be entitled to withdraw from the contract and invoice for any services already provided.

#### **5. Amendments in the scope of the service / Cancellations**

- 5.1 If the customer cancels the agreed services within a time frame of less than 10 weeks before the agreed service or event date, Aramark shall be entitled to invoice for or retain 25% of the advance payment made as general reimbursement of costs. In the case of a cancellation within a time frame of less than 5 days before the agreed service or event date, the cancellation fee shall be increased to 50% of the estimated contract value. After that, the cancellation fee shall be 90% of the estimated contract value.

- 5.2 The determinative time in respect of compliance with the cancellation deadlines is the time of Aramark's receipt of the written cancellation declaration. The deduction of saved costs is already taken into account in the cancellation fees pursuant to the above mentioned section 5.1. The customer reserves the right to prove that Aramark has suffered a smaller damage as a result of the cancellation. Aramark remains entitled to prove that a greater loss it suffered a higher damage.
- 5.3 Aramark shall also be entitled to withdraw from the contract if there is a justified reason to assume that the event may impair the smooth operation/functioning of the business, security or reputation of Aramark, without this being attributable to Aramark itself. In this case, the customer shall have no right to claim any compensation for damages.
- 5.4 In case of a reduction of the number of participants by more than 10%, customer shall inform Aramark in writing no later than 10 working days before the start of the event. In this case, Aramark shall be entitled to determine revised prices within its reasonable discretion. In the case of an increase in the number of participants, fees to be paid by customer shall be increased on the basis of the actual number of participants.

## 6. **Liability**

- 6.1 Aramark shall be liable for damages caused by intent or gross negligence, according to the statutory provisions under applicable law.
- 6.2 In the case of slight negligence, Aramark shall only be liable for foreseeable damages, the occurrence of which was reasonably to be expected upon conclusion of the contract on the basis of the services to be provided by Aramark.
- 6.3 The above limitation of liability shall not apply in the case of loss of life, injury to body or health.

## 7. **Confidentiality**

- 7.1 The contracting parties agree not to disclose any confidential information of the respective other party to any third party and protect it in reasonable manner from unauthorized access. The parties shall exercise the same degree of care with respect to any confidential information as it exercises with regard to its own, similar confidential information. However, the degree of care shall not be less than that exercised by a prudent businessman.
- 7.2 "Confidential information" shall mean any business or trade secret or any other information and document that is either identified as confidential or whose confidential nature is apparent or results from the particular circumstances. Information shall not be deemed as confidential if such information by given evidence (a) was known to the receiving contracting party prior to its disclosure by the other contracting party in the context of this contract, (b) was obtained from a third party that is not bound by any restrictions with regard to use and disclosure of the information, or (c) is generally known or becomes so without responsibility on the part of the receiving contracting party.
- 7.3 The above mentioned provision shall not restrict the rights of the contracting parties insofar as (a) confidential information is used or disclosed in order to fulfill obligations or to exercise rights in accordance with this contractor as (b) the use or disclosure of the confidential information is required under applicable law or is used or disclosed in order to comply with an order of a court or any other authority provided the party using or disclosing the information informs the other contracting party of such disclosure in writing without undue delay or (c) the contracting party whose confidential information is to be disclosed has given its prior written consent to such disclosure or (d) the information shall be disclosed to an affiliated company or to any director or employee of such affiliated company of the respective disclosing party. The Term "affiliated

company” shall have the meaning of all domestic and overseas companies that are directly or indirectly affiliated with Aramark as defined by Sections 15 ff. of the German Company Law (AktG). The obligations of the contracting parties under point 7 above shall continue to exist for a period of 2 years after this contract comes to an end.

8. **Other Provisions**

- 8.1 If any provision of this contract should be or become invalid or unenforceable, the validity of the remaining provisions of this contract shall hereof in no way be affected. The contracting parties shall replace the invalid or unenforceable provision with a provision coming as close as possible to the commercial purpose of the invalid or unenforceable provision. The same applies in the event that the contracting parties subsequently realize that the contract is incomplete.
- 8.2 The customer shall not be entitled to assign rights or obligations arising from this contract without the prior consent of Aramark.
- 8.3 This contract is subject to the law of the Federal Republic of Germany. The place of jurisdiction is Neu-Isenburg, unless the law mandatorily provides otherwise.

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