

Our General Terms and Conditions of Business:

1. Scope of application

1. These Terms and Conditions of Business apply to all delivery contracts as well as the rental of rooms and spaces for the purpose of carrying out events.
2. The General Terms and Conditions of Business of the client/event organiser shall not apply. Other agreements and arrangements shall only apply if they have been agreed or confirmed in writing with lemonpie Eventcatering GmbH.

2. Offers and conclusion of contract

1. The contract shall only come into effect once a written confirmation or written contractual declaration has been issued by lemonpie Eventcatering GmbH.
- Verbal agreements shall not be valid until they have been agreed in writing by lemonpie Eventcatering GmbH. The contract shall only come into effect upon being signed by the parties in written form with a legal binding signature. Any contractual amendments and new offers must similarly be recorded in writing and confirmed by lemonpie Eventcatering GmbH.

3. Scope of services

1. The services to be provided by lemonpie Eventcatering GmbH include all services that are required to carry out the event that constitutes the assignment. lemonpie Eventcatering GmbH is entitled to outsource the performance of the assignments or parts thereof to subcontractors.
2. The specific subject matter of the performance derives from the agreement entered into between the parties.
3. Because of our high quality standards, our product range is subject to seasonal changes and similar. Should individual items be temporarily unavailable, we reserve the right to substitute these with objectively equivalent products.
- The goods and prices stated in the offer are subject to change. All prices contained in our offers apply solely to the overall order and the number of persons for which the offer is made.
4. If the contract includes the rental of rooms, these Terms and Conditions of Business shall apply unless a separate rental agreement has been entered into.

4. Delivery period

1. The delivery and performance periods in the final contract are conclusive and binding.
2. However, lemonpie Eventcatering GmbH shall be relieved of the obligation to perform if it is impeded in meeting its obligation by the occurrence of unforeseeable, extraordinary circumstances that it was unable to avert despite deploying a reasonable level of diligence in the circumstances of the individual case, e.g. in the event of force majeure, operational disruptions such as strike or lock-out, interventions by public authorities, delays in the supply of essential raw materials etc., should performance be impossible as a consequence. In this context it is irrelevant whether the specified reasons for the impairment occur at the client or lemonpie Eventcatering GmbH.
3. If lemonpie Eventcatering GmbH is exempt from rendering performance pursuant to no. 2, any potential claims for damages and rights of rescission derived therefrom and accruing to the client shall lapse.
4. The client shall reimburse lemonpie Eventcatering GmbH for all necessary costs already incurred for the performance of the assignment up to the occurrence of an event pursuant to no. 2.

5. Payment, default, set-off

1. lemonpie Eventcatering GmbH may request a reasonable advance payment from the Principal, usually 80 percent of the total invoice, as part of an agreement. If an advance payment is agreed without the exact event date having been set, the advance payment shall be due no later than 14 days prior to the event date once this has been established.
2. The final invoice or the outstanding balance on the final invoice shall be payable with no deductions and without undue delay following receipt of the invoice. The agreed prices are net of any applicable VAT.
3. All costs and fees incurred, e.g. for transport, import, public authorities, levies and personnel costs, such as hotel accommodation, expenses, hourly rates, visa charges, local transfer etc., shall be borne by the client.
4. The client shall be responsible for obtaining customs approval.
5. In the event of payment default, interest in the amount of four percent above the respective discount rate of the ECB shall be charged. This is without prejudice to the right to bring claims for more extensive damages. If no prices were agreed in an individual case, the prices in accordance with the current price list shall apply.
6. lemonpie Eventcatering GmbH is entitled to perform a price increase if the wages and costs upon which the agreed fee is based rise and the period between conclusion of the contract and delivery or handover to the client of the premises to be made available is more than four months.
7. A set-off against a remuneration claim of the customer is only permissible with undisputed or legally established claims.
8. To ensure the smooth running of your event, we generally request timely notification of any changes to the offer you require as well as the final number of attendees. If the event fails to take place for reasons for which the client is at fault, is cancelled by the client or if the number of attendees is reduced, lemonpie Eventcatering GmbH shall receive 50 percent of the agreed fee if notification is made between two weeks and one week prior to the start of the event; 80 percent if notification is made between one week and four days prior to the event; and 100 percent if notification is made four days or less prior to the event (pro rata in the event of a reduction of the number of attendees). This shall be payable within eight days of invoicing. If there are 14 days or less until the start of the event, lemonpie Eventcatering GmbH shall additionally be entitled to apply a surcharge of up to 20 percent to cover any additional expenditure for the last-minute provision or amendment of (additional) services – provided that these can be implemented.
9. The prices of room hire are based on the price list applicable at the point of contractual conclusion. lemonpie Eventcatering GmbH is entitled to set off the costs of services, personnel and consumption-based services on the basis of the price list in force at the point at which the event is carried out. Any potential price increase must not exceed ten percent of the price originally agreed.

6. Complaints

1. Any complaints must be communicated without undue delay to the company performing the services or the event management. The parties shall each endeavour to appoint a competent point of contact during contractual discussions.
2. Latent defects to delivered goods and services by lemonpie Eventcatering GmbH must be communicated in text form without undue delay, and no later than two days following discovery.
3. If the client fails to meet its obligation under no. 1 and 2 by the specified deadline and if as a result the defects cannot be rectified during or by the end of the event, the client shall not be entitled to derive any claims for compensation from the identified defects.

7. Transfer of risk & transport

1. When goods are shipped to a location other than our company headquarters, risk shall pass to the client as soon as we hand over the goods or the rental property to the carrier, freight forwarder or other third party assigned with the shipment. If shipping is performed with our own vehicles, risk shall pass at the point of arrival of our vehicles at the client's designated destination. The client shall be liable for the transport costs from our company headquarters to the designated destination. Consumption and missing quantities shall be counted and determined by lemonpie Eventcatering GmbH.
2. Any event-related or other items, including personal ones, brought into the event premises shall be kept there at the event organiser's risk. lemonpie Eventcatering GmbH shall have no monitoring or safekeeping obligation. lemonpie Eventcatering GmbH shall assume no liability for loss, destruction or damage, except in cases of gross negligence or wilful misconduct on the part of lemonpie Eventcatering GmbH or its vicarious agents.
3. With the exception of cases of gross negligence or wilful misconduct, lemonpie Eventcatering GmbH shall only be liable in cases where material contractual obligations are breached. Such liability shall be limited to the respective cover amounts of the public liability insurance.
4. The event organiser shall be liable for all damage, for instance to the building or fixtures, caused by event participants or visitors, employees, other third parties from its sphere of influence or by itself.
5. lemonpie Eventcatering GmbH is entitled to request that the event organiser furnishes adequate security (e.g. insurance policies, deposits, sureties etc.).

8. Warranty

Claims by the client for the absence of assured qualities may only be asserted if the assured qualities were specified as such by lemonpie Eventcatering GmbH in the order confirmation/contract. In all other respects, the client shall have no entitlement in this regard.

9. Written form

Any amendments or addenda as well as the revocation of even individual provisions requires the written form. The same applies to any amendment of the requirement for the written form.

10. Severance

Should individual provisions of this contract be invalid, the validity of the other provisions shall remain unaffected. The parties undertake to replace the invalid contractual provisions without undue delay with a supplementary agreement in writing that most closely resembles the outcome of the invalid provision.

11. Place of performance, jurisdiction

1. The place of performance and payment is the registered office of lemonpie Eventcatering GmbH.
2. Among merchants, the sole place of jurisdiction for all legal disputes arising from the contractual relationship and in respect of its coming into effect and validity is Cologne.

12. Governing law

The contractual relationship is governed by the law of the Federal Republic of Germany.

lemonpie Eventcatering GmbH
Heinenstraße 9
53902 Bad Münstereifel

4 July 2024