

## **general terms and conditions from DRESDEN 1900 Museumsgastronomie**

Dear customer,

We would like to thank you for your trust and we are pleased that you have chosen one of our offers. In order to safeguard the interests of the contractual partners on both sides, there are the general terms and conditions. Please read these carefully before booking. If you have any questions, please contact us.

### **§1 – scope**

The General Terms and Conditions of DRESDEN 1900 Museumsgastronomie GmbH apply to all services in accordance with the contract concluded between the parties, in particular for the visit or the execution of events (events, celebrations, etc.).

The general terms and conditions DRESDEN 1900 Museumsgastronomie GmbH apply both to consumers and to entrepreneurs, unless a differentiation is made in the respective clause.

### **§ 2 - contractual terms**

The customer offers the conclusion of a contract to DRESDEN 1900 Museumsgastronomie GmbH based on the respective registration, which can be made verbally, in writing, by fax, e-mail or social media. This is done on the basis of the respective event announcement or the offer received and all supplementary details in the booking documents and these general terms and conditions.

The contract is concluded with the acceptance by DRESDEN 1900 Museumsgastronomie GmbH. The acceptance is required (10 persons or more) in written form. The customer receives a booking confirmation.

### **§ 3 - Performance obligation**

The performance obligation of the DRESDEN 1900 Museumsgastronomie GmbH results exclusively from the contents of the booking confirmation, with all the notes and explanations contained therein.

**Information in brochures is not binding.** Collateral agreements with our employees, which alter or extend the scope of our contractual services, require our written confirmation in order to be effective.

Special agreements with our employees, which alter or extend the scope of our contractual services, require our written confirmation in order to be effective.

### **§ 4 - methods of payment and payment periods**

1. Payment is made after the event on the spot or by transfer to the account:

DRESDEN 1900 Museumsgastronomie GmbH

VOLKSBANK Dresden, IBAN: DE68 8509 0000 3528 9110 04, BIC: GENODEF1DRS

2. A transfer after the event / reservation is possible only after prior confirmation of a cost acceptance by the booker.

3. DRESDEN 1900 Museumsgastronomie GmbH reserves the right to request a deposit. This requires the prior consultation and written request by DRESDEN 1900 Museumsgastronomie GmbH.

4. The purpose of payment for written accounting position by DRESDEN 1900 Museumsgastronomie GmbH is 14 days. Any other payment objective requires an agreement and written confirmation.

5. Delay in payment arises if the customer does not provide within 14 days after the due date and receipt of an invoice or equivalent payment schedule. Compared to customers who are not consumers, DRESDEN 1900 Museumsgastronomie GmbH is entitled to claim a default interest rate of 8 percentage points above the base rate.

Otherwise, a default interest rate of 5 percentage points above the base rate applies. The DRESDEN 1900 Museumsgastronomie GmbH may charge a charge of 3 € for each reminder after the delay.

## **§ 5 - Price and performance changes**

1. Modifications and deviations from the agreed contractual content, which become necessary after the conclusion of the contract and which are not made in breach of faith by the DRESDEN 1900 Museumgastronomie GmbH, are only permitted, insofar as the changes or deviations are not substantial, a substantial change Of the contract do not affect the overall cut-off of the booking.
2. Possible warranty claims shall remain unaffected, as long as the amended services are subject to defects.
3. DRESDEN 1900 Museumgastronomie GmbH reserves the right to change the price, which has been published and confirmed with the booking, in the event of an increase in transport costs and duties for certain services to the extent that the increase per person affects the price; Access to the confirmation of booking by the customer and the agreed performance date is more than 3 months.
4. In the event of a subsequent price change, DRESDEN 1900 Museumsgastronomie GmbH must notify the customer without delay, at the latest 21 days before date of performance. Price increases after this date are not permissible.

## **§ 6 - Changes to the number of participants**

1. A reduction or increase of the number of participants by 10 or more percent of the declared total number of participants must be communicated to the DRESDEN 1900 Museumgastronomie no later than 10 days before the beginning of the event and requires the consent of DRESDEN 1900 Museumsgastronomie GmbH. If the number of participants increases, the actual number of participants is calculated (ie the agreed price per participant). In the event of a reduction in the number of participants, DRESDEN 1900 Museumsgastronomie GmbH shall be entitled to change the agreed prices and to make changes to the program.
2. A change of the number of participants below 10% of the registered total number of participants is possible up to 4 days before the start of the event. In principle, the agreed price per actual number of participants will be calculated. In the case of a later change in the number of participants, the full contractually agreed price shall be payable for the initially registered and confirmed number of participants.
3. For special events and events, as well as in the business segments "four operators", amended conditions apply to change the number of participants. These are determined and determined in writing in the reservation contract for each individual case.

## **§ 7 - Withdrawal from the contract**

The customer can withdraw from the contract at any time. The customer is advised to declare the rescission in writing. It is expressly pointed out that the non-utilization of the service without express declaration of rescission does not count as a withdrawal from the contract, but in this case the customer remains obliged to pay the participant price in full.

The contract can be canceled free of charge up to 7 days before the start of the event / service. In the following cases of rescission by the customer, DRESDEN 1900 Museumgastronomie GmbH receives the following flat-rate compensation, taking into account usually saved expenses:

- between 6 and 4 days before the beginning of the service 75% of the agreed total price

The entire event price will be charged for a later cancellation. Please take into account that the DRESDEN 1900 Museumgastronomie GmbH has to make use of the resources of other companies and is therefore dependent on their withdrawal conditions.

The customer can prove prove that the DRESDEN 1900 Museumgastronomie GmbH has suffered no or a lower loss. The customer may also require that a third party enters into the rights and obligations from the contract instead of the commencement of performance.

The DRESDEN 1900 Museumgastronomie GmbH can contradict the entry of the third party, if this does not meet the special requirements of the event / measure or opposes its participation by statutory regulations or official orders. If a third party enters into the contract, he and the previous customer of the DRESDEN 1900 Museumsgastronomie GmbH jointly and severally liable for the price of the services and the additional costs of the third party. For special

events and events, as well as in the business areas of group travel, amended conditions apply to the withdrawal from the contract. These are determined and determined in writing in the reservation contract for each individual case.

#### **§ 8 - Unused Services**

If the customer does not make use of individual event services due to premature departure or for other reasons for which he is responsible, DRESDEN 1900 Museumsgastronomie GmbH will endeavor to reimburse the saved expenses for the service providers. This obligation ceases to apply if it is a matter of insignificant performance or if a refund is contrary to legal or official regulations. If no expenses have been spared, the entire price of the service shall be paid by the customer.

Cancellation by the customer for reasons of weather is in principle not permissible, as long as DRESDEN 1900 GmbH is guaranteed that the event is carried out safely.

For special events, as well as in the business segments "Group Trips", amended conditions apply to the point "Unused Services". These are determined and determined in writing in the reservation contract for each individual case.

#### **§ 9 - Cancellation without notice by DRESDEN 1900 Museumsgastronomie GmbH**

If DRESDEN 1900 Museumsgastronomie GmbH is not able to sustain the performance of the measure / event, or if it behaves in a manner contrary to the contract, that the immediate termination of the contract is justified, the DRESDEN 1900 Museumsgastronomie GmbH may enter into the contract with immediate effect cancel.

If the DRESDEN 1900 Museumsgastronomie GmbH terminates the contract, it retains the right to the full price of the service, possibly additional costs for a return transport carries the customers themselves. However, the DRESDEN 1900 Museumsgastronomie GmbH must allow the value of the saved expenses as well as the advantages gained from a different use of the unused service, including the amounts reimbursed by the service providers.

#### **§ 10 - Termination due to extraordinary circumstances**

If the event / measure is severely impaired or impaired as a result of unforeseeable circumstances such as force majeure, the customer as well as the DRESDEN 1900 Museumsgastronomie GmbH may cancel the contract.

If the contract is terminated, the DRESDEN 1900 Museumsgastronomie GmbH may demand a reasonable expense compensation for the services already rendered.

#### **§ 11 – Warranty**

If the service is not provided in accordance with the contract, the customer is obliged to demand remedial measures. DRESDEN 1900 Museumsgastronomie GmbH can refuse the remedy if it requires a disproportionate effort. DRESDEN 1900 Museumsgastronomie GmbH can also help to provide an equivalent replacement service.

The customer may demand a reasonable reduction of the price (reduction) for the duration of non-contractual performance. The claim for reduction shall not occur if the customer culpably fails to notify the defect.

#### **§ 12 - Limitation of Liability**

The liability of DRESDEN 1900 Museumsgastronomie GmbH for contractual breaches of duty as well as for offenses is limited to intent and gross negligence. This shall not apply in the case of injury to the customer's life, body or health, claims for the violation of cardinal obligations and replacement of default damages (§ 286 BGB).

The foregoing disclaimer also applies to slightly negligent breach of duty by the DRESDEN 1900 Museumsgastronomie GmbH.

DRESDEN 1900 Museumsgastronomie GmbH shall not be liable for performance disruptions in connection with services which are merely mediated as external services and which are expressly marked as external services in the specific service description.

If, for a service to be provided by the service provider, statutory provisions under which a claim for damages can only be claimed under certain conditions or restrictions, or is completely excluded, DRESDEN 1900 Museumsgastronomie GmbH may invoke the customer against this.

Personal belongings are at the risk of the customer in the event rooms. DRESDEN 1900 Museumgastronomie GmbH assumes no liability in case of loss or damage, except in case of gross negligence or intent.

### **§ 13 - Bringing food and drinks**

It is not allowed to bring food and drinks in the restaurant.

### **§ 14 - Obligation to cooperate**

The customer is obligated to cooperate in the event of performance problems occurring within the scope of the statutory provisions in order to prevent or minimize any damage. In particular, he is obliged to communicate his complaints to DRESDEN 1900 Museumgastronomie GmbH without delay.

### **§ 15 - Exclusion of claims**

At the latest one month after the contractual end of the service, the customer must assert claims because of non-contractual performance against the DRESDEN 1900 Museumgastronomie GmbH.

After expiry of the period, the customer can only assert claims if he has been prevented from adhering to the deadline without fault.

### **§ 16 – Copyright**

Program books and any seminar papers are subject to copyright. They may only be used by the participants personally and for their respective professional activities.

Duplication, processing, distribution and dissemination require the consent of DRESDEN 1900 Museumgastronomie GmbH. The same applies to seminar contents, which are made accessible to the participants electronically.

### **§ 17 - Final Provisions**

The customer can only sue the DRESDEN 1900 Museumgastronomie GmbH at its headquarters. The customer's domicile shall be decisive for complaints by DRESDEN 1900 Museumgastronomie GmbH against the customer, unless the action is directed against merchants, legal persons of public or private law or persons who have their domicile or habitual abode abroad or whose Residence or habitual residence is not known at the time the action is brought.

In these cases, the registered office of DRESDEN 1900 Museumgastronomie GmbH shall be governed by the Dresden court of jurisdiction.

The entire legal and contractual relationship between DRESDEN 1900 Museumgastronomie GmbH and the customer is governed exclusively by German law.

The invalidity of individual provisions of the contract does not invalidate the entire contract. The Contracting Parties will replace the ineffective clause by another, mutually appropriate

Dresden, in april 2017