



R E S T A U R A N T

General Terms and Conditions of Service Restaurant VAU

1. The services, supplies and offers of Restaurant VAU („Restaurant“), in particular the reservation of one or more tables or rooms or open spaces, including food, beverages, decoration and service, are provided solely on the basis of these Terms and Conditions. These Terms and Conditions shall also govern all future business transactions even where they have not been expressly agreed. Any terms and conditions of patrons (whether a single patron, group, natural or legal person) will not be recognized.

2. The offers made by the Restaurant are not binding and are subject to change without notice. Any contract with patron shall come into force upon confirmation of the patron's order by the Restaurant.

3. Prices charged shall be those contained in the price list at the time of service. Where fixed prices are named in the order confirmation and there is a span of more than 3 months between the time the contract was concluded and the time service is performed, the Restaurant shall be entitled to adjust prices. Prices include statutory sales tax.

4. Charges invoiced by the Restaurant are payable in full within 7 days from the date of the invoice. For reservations for special gatherings, an advance payment of 30 percent of the revenues estimated by the Restaurant must be rendered within 14 days from the date of the contract. If this advance payment is not paid on time or in full, the Restaurant shall be entitled to withdraw from the contract without setting a grace period and to the exclusion of any claims of the patron.

5. For contracts governing the arrangement of special gatherings (with or without tables, rooms, spaces, food, beverages, decoration or service) to be attended by a group of people, the number of persons indicated by the patron in the contract shall be considered the guaranteed number of attendees. Changes to this guaranteed number of up to 10 % will be accepted without penalty provided the patron notifies the Restaurant in writing and this notification is received by the Restaurant at least 5 working days prior to the scheduled gathering. If the actual attendance figure is more than 10 % BELOW the guaranteed number, or if notification thereof by the patron is received late or not at all, the price calculated for guaranteed number shall be payable. If the actual attendance is more than 10 % ABOVE the guaranteed number, or if notification thereof by the patron is received late or not at all, the price calculated for the actual number of attendees shall be payable.

6. The patron may cancel a contract as follows:

- Gatherings: up to 10 working days prior to the date of gathering
- Meal orders: up to 7 working days prior scheduled service.
- Table reservations: up to 2 working days prior scheduled service

If the patron gives notice of cancellation of a service after the set deadlines, or cancels the service without notice, the Restaurant shall be entitled to demand the agreed price less expenses saved.

Expenses saved are set as follows:

- Gatherings: 40 % of the agreed price
- Meal orders: 50 % of the agreed price
- Table reservations: 70 % of agreed price
- The patron retains the right demonstrate lower damages. The Restaurant retains the right to demonstrate higher damages.

7. In cases of force majeure (fire, strike, etc) or for other causes beyond the control of the Restaurant, the Restaurant is entitled to withdraw from the contract to the exclusion of any claims by the patron.

8. The Restaurant is also entitled to withdraw from the contract to the exclusion of any claims by the patron where he patron breaches essential obligations deriving from the contract or if the Restaurant has cause to believe that the patron represents a hazard to the orderly conduct of its business or to the safety or reputation of the Restaurant or its patron. The Restaurant reserves the right to lodge further contractual or statutory claims, in particular claims for damages.

9. Where an official permit is required for gathering, it is the responsibility of the patron to promptly obtain and pay for the permit. The patron is obliged to meet all requirements set forth by the public authorities or any other rules or regulation. In the event that charges are to be paid to third parties in connection with a gathering, in particular GEMA fees, these must be paid by the patron directly to the third party.

10. Without prejudice to the stipulations of Arts. 701 et. Seq. of the German Civil Code (BGB), the Restaurant assumes liability for exercising due care and diligence only in cases of intent or gross negligence and only to the amount of the agreed price.

11. Where the parties to the contract are registered merchants or the patron has no place of jurisdiction in the Federal Republic of Germany, jurisdiction for all pecuniary claims deriving or arising from this contract shall rest solely with the courts of Berlin-Charlottenburg.

12. The laws of the Federal Republic of Germany shall govern.

13. Should a provision of these Terms and Conditions or a provision of any other agreement between the parties be or become invalid, this shall not affect the validity of the other provisions or agreements. Deviating provisions, agreements or supplements must be agreed by the parties in writing. This also applies to the rescission of this clause.