



GENERAL TERMS AND CONDITIONS (SERVICES)

between the

Coffee-Bike GmbH
Adolf-Köhne-Straße 6
D-49090 Osnabrück

Represented by the management

- hereinafter referred to as "provider" -

and the respective contractual partners

- hereinafter referred to as "customer" -

§ 1 SCOPE OF APPLICATION

- (1) The following General Terms and Conditions shall apply in the version valid at the time of the conclusion of the contract to all contracts concluded between the provider and the customer for the provision of catering services including the deliveries and services provided within the scope of the contract.
- (2) All agreements made between the provider and the customer in connection with the conclusion of the contract result in particular from these contractual terms and conditions, the written order confirmation and the provider's declaration of acceptance.

§ 2 OFFER AND CONCLUSION OF CONTRACT

- (1) The services presented on the website of the provider as well as the offers made individually to a customer by the provider are merely non-binding invitations to place a corresponding order with the provider.
- (2) An order placed by the customer is a binding offer.
- (3) The contract shall only be concluded upon the provider's acceptance of the order placed by the customer.
- (4) An acknowledgement of receipt of the order received in advance by the provider does not yet constitute an order confirmation and thus no acceptance, but merely informs the customer of the receipt of the customer's request.
- (5) Should the service not be possible, the provider shall refrain from issuing a declaration of acceptance in accordance with paragraph 3. In this case, a contract is not concluded. The provider shall inform the customer of this immediately and reimburse any consideration already received without delay.
- (6) If a service is shown with an incorrect price, the provider reserves the right not to accept the customer's offer.
- (7) Information provided by the provider on the subject of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as the



representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless the usability for the contractually intended purpose requires an exact match. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. Deviations customary in the trade and deviations resulting from legal regulations or representing technical improvements as well as the replacement of components by equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.

- (8) In the event of placing an order in the online event planner / webshop, the contract is concluded as follows:
- (a) The customer can select services and products from the provider's range, in particular catering services and further services and products supplementing these and collect these via the button "Add further products" or by using a YES/NO button in an order overview, which can be viewed before the order is placed. By clicking on the button "order subject to payment", the customer submits a binding application to purchase the goods and services summarized in the order overview. Before sending the order, the customer can change and view the data at any time. However, the application can only be submitted and transmitted if the customer has accepted these contractual terms and conditions by clicking on the button "I confirm the General Terms and Conditions" and has thereby included them in his application. Alternatively, the customer can place a request by e-mail to receive a written offer from the provider. The application can only be submitted and transmitted if the customer has accepted these contractual terms and conditions by sending over the signed offer or communicating the consent in writing.
- (b) The provider shall then send the customer an automatic confirmation of receipt by e-mail, in which the customer's order is listed again. The confirmation of receipt merely documents that the customer's order has been received by the provider and does not constitute acceptance of the application. The contract is not concluded until the provider issues a declaration of acceptance, which is sent in a separate e-mail (order confirmation). In this e-mail or in a separate e-mail, but no later than upon delivery of the goods, the contract text (consisting of order, GTC and order confirmation) will be sent to the customer by us on a durable medium (e-mail or paper printout) (contract confirmation). The contract text will be stored in compliance with data protection.

§ 3 NO RIGHT OF REVOCATION IN CASE OF CONTRACTS CONCLUDED AT A DISTANCE / OUTSIDE OF BUSINESS PREMISES

The subject of the catering contract is the delivery of food and beverages as well as the provision of other services in connection with leisure activities at a specific date or period of time. Therefore, there is no right of withdrawal according to § 312g para. 1 BGB according to § 312g para. 2 no. 9 BGB.

§ 4 GENERAL INFORMATION ON THE PROVISION OF SERVICES

- (1) If the order consists of a service on the part of the provider, the service shall be provided on the date agreed between the Parties. The set-up and preparation of the Coffee-Bike shall begin between 15-60 minutes before the agreed start of the service provision. The customer has to ensure the accessibility of the place of performance (see also § 6 of these general terms and conditions). Deviating agreements regarding the time of set-up and preparation must be made in writing and may be subject to a charge.

- (2) Drinks shall be served in to-go cups unless otherwise agreed. For an additional charge, drinks may also be served in Coffee-Bike glasses and porcelain. The use of porcelain is not permitted.
- (3) The Provider may carry out a quality assurance measure at the Coffee-Bike within the scope of a booked catering or event. This means that the provider may carry out checks on the Coffee-Bike that do not affect the course of the catering or event.

§ 5 PRICES OF SERVICES, ADDITIONAL SERVICES AND INCIDENTAL COSTS, PRE-RATE QUANTITIES, FLAT RATE

- (1) The prices listed in the offers for catering services include the applicable statutory value-added tax, unless otherwise stated. Unless otherwise stated, the prices include the rental of the Coffee-Bike, a barista for the rental period, the service fee for set-up and dismantling and final cleaning, as well as travel expenses.
- (2) The drinks served are generally charged on a consumption basis. However, a lump-sum settlement can be agreed separately.
- (3) The offer basically consists of the coffee specialties [listed in the product list](#) as the core products. The serving of freshly squeezed orange juice or other beverages listed is also possible upon request. In this case, however, the customer must specify the quantities to be purchased in advance. These specified purchase quantities and any residual stocks remaining after the catering has been carried out are to be purchased by the customer and the remuneration agreed for this is due irrespective of the actual consumption within the framework of the catering.
- (4) The cost of additional services/services and ancillary products, such as custom cup branding, food, additional beverages, or other orders from the customer, shall also be in addition to the quoted price, unless otherwise agreed in the quote or otherwise in writing between the provider and the customer.
- (5) If ancillary services require lead times, the provider shall inform the customer of this. The required lead time for branding materials to be produced according to customer specifications may be 4 to 10 weeks (depending on the country of delivery).
- (6) The number of drinks that can be prepared per hour is limited. Experience shows that the maximum number
 - a) with a barista for up to 60 drinks and
 - b) with two baristas for up to 100 drinks

per hour per Coffee-Bike. This information is based on experience and is to be understood as a guideline. Depending on the type of beverages and the external circumstances of the event, the actual number of beverages may deviate from the above empirical values.

Taking into account the duration of the services as specified in the order, the empirical values with regard to the consumption of certain (also additional) beverages and against the background of these maximum output quantities, the provider plans in accordance with commercial diligence and owes the provision of the resulting stock quantities of goods for the performance of its services.

Exhaustion of the stock quantities dutifully planned and held by the Provider shall not constitute a defect in the performance and the Customer may not derive any claims therefrom or demand performance in excess thereof. This shall also apply insofar as a flat rate price with unlimited quantity ("flat rate") has been agreed regarding these services.



§ 6 GENERAL DUTIES AND OBLIGATIONS OF THE CUSTOMER FOR SERVICES

- (1) For the Coffee-Bike at events there are various requirements for the place of installation. The customer has to take care that the planned place of installation fulfills these requirements and that the Coffee-Bike can get to this place without necessary aids. Any obstacles due to non-compliance with the requirements shall be borne by the customer. In this respect, the provider is not liable for a defective or impossible provision of the service in connection with the lack of the requirements. In particular, the customer shall ensure the following prerequisites and requirements for the provision of the service:
 - a) Unless otherwise specified, the dimensions of the Coffee-Bike for transport inside a building are: 124x308x175 (WxLxH in cm). When assembled, the Coffee-Bike measures 215x340x245 (WxLxH in cm). Furthermore, the Coffee-Bike has a weight of up to 500 kg. Therefore, the customer must make sure that all ways and passages to the place of installation are designed for these dimensions and weight. In particular, it must be noted that the delivery with a transport vehicle can only be made at ground level and no loading ramps, or the like can be served.
 - b) If the Coffee-Bike is to be transported via an elevator to a floor of a building that is not at ground level, the elevator must be sufficiently large and have a sufficient permissible payload. The customer has to take care that the Coffee-Bike with the above mentioned dimensions fits into the respective elevator. Slopes can also only be mastered to a limited extent with the Coffee-Bike. In case of doubt, possible obstacles must always be discussed with the provider before placing the order.
 - c) A sufficiently large room is also required for the installation of the Coffee-Bike. A space of length = 340 cm and width = 215 cm is required as a pure installation area. With the roof extended, the Coffee-Bike also requires a room height of 245 cm. It should also be noted that from a height of 200 cm, a roof overhang of 50 cm is added to the basic dimensions at the front and on both sides. The working area for the barista working on the coffee bike is not included in the dimensions.
 - d) The Coffee-Bike can work completely self-sufficiently in the outdoor area, i.e. without a power and water connection. At larger events, however, a 230V/Schuko connection (protective contact) should be available, which is protected for a load of 16 amperes and also has at least a 2.5 mm² supply cable. In addition, access to a potable water supply is required in reasonable proximity for refilling the existing supply. If there is any uncertainty about the need for an external power supply, the customer must contact the provider in advance. For indoor events, a 230V/Schuko connection (protective contact) is required in any case and is to be provided by the customer, which is fused for the load of 16 amperes.
- (2) The Coffee-Bike may not be changed in its appearance by the customer. In particular, without a special agreement, it is not the subject of the contract and the customer is not permitted to change the appearance of the Coffee-Bike, for example, by attaching advertising or brand representations or to display corresponding material on the Coffee-Bike according to the customer's wishes or to have it handed out to the recipients of the services by the provider's barista working on site. Unless otherwise agreed, the barista may not be asked to act as a promoter for the customer.
- (3) The customer shall ensure that the circumstances of the service provision by the provider, in particular with regard to the place of service provision as well as the circumstances prevailing there, do not have any detrimental effects on the reputation and image of the provider and the Coffee-Bike brand. In the event of a breach of the customer's obligations in this regard,

the provider is entitled to cancel the order, withdraw from the contract and demand damages for non-performance from the customer, insofar as the customer does not provide an appropriate remedy upon corresponding request or this is excluded under the circumstances.

§ 7 CANCELLATION OF ORDERED SERVICES

- (1) When booking catering services for events, the contract may be terminated by the customer by unilateral declaration no later than three months prior to the date of commencement of the scheduled date without payment of a cancellation fee. Outside this period, cancellation by the customer within the framework of a unilateral declaration is only possible with payment of the following cancellation fees:
 - up to one month before the date of the event: 25% of the order value
 - up to two weeks before the date of the event: 50 % of the order value
 - up to one week before the date of the event: 75 % of the order value
 - in the last week before the date of the event: 90 % of the order value
- (2) Cancellation in accordance with section 1 can only be made with regard to the entire order, not with regard to individual partial services or with regard to individual days in the case of events lasting several days.
- (3) If and insofar as the delivery of goods, additional services and ancillary products to be manufactured according to individual customer specifications (e.g. individually branded products) or individual additional services/additional beverages at the customer's request are the subject of the order, the customer shall indemnify the provider in this respect as a minimum amount of the damage as a result of the cancellation from the costs and expenses incurred by the provider to provide these services or incurred by the provider as a result of the cancellation.
- (4) The customer reserves the right to prove that the actual damage is less than the lump-sum amounts specified in paragraph 1. The provider reserves the right to assert a claim for actual damages exceeding this amount.
- (5) The provision in paragraph 1 does not apply if the customer is not responsible for the reason for the dissolution of the contract. Bad weather conditions do not entitle the customer to cancel the order free of charge and are the risk of the customer, unless it is a case of force majeure, which makes it impossible for the provider to provide its services.

§ 8 TERMS OF PAYMENT AND SET-OFF

- (1) Unless otherwise agreed in the order, the agreed remuneration shall be due upon completion of the catering services and shall be paid within seven days of receipt of the invoice at the latest. Payment shall be made exclusively to the account specified in the invoice.
- (2) Only insofar as any counterclaims of the customer are legally established and undisputed, the customer may set them off against claims of the provider.
- (3) The provider reserves the right to make the acceptance of the order in individual cases dependent on the full or partial payment of the fee in advance.



§ 9 DISCLAIMER

- (1) Claims of the customer for damages are excluded. Excluded from this are claims for damages by the customer arising from injury to life, limb, health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the provider, its legal representatives, or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the goal of the contract.
- (2) In the event of a breach of material contractual obligations, the Provider shall only be liable for the foreseeable damage typical for this type of contract if such damage was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, limb or health.
- (3) The restrictions of paragraphs 1 and 2 shall also apply in favor of the legal representatives and vicarious agents of the Provider if claims are asserted directly against them.
- (4) The limitations of liability resulting from paragraphs 1 and 2 do not apply if the provider has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same applies if the provider and the customer have reached an agreement on the quality of the item. The provisions of the Product Liability Act remain unaffected.

§ 10 COPYRIGHTS

The provider reserves the property rights and copyrights to all illustrations, drawings, calculations and other documents. This also includes such written documents that are designated as "confidential". A passing on to third parties may not take place by the customer without an express written agreement of the provider. Preferably, inquiries concerning the copyright are made in writing by e-mail to the designated contact points of the provider.

§ 11 FINAL PROVISIONS

- (1) Contracts between the Provider and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions on the limitation of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the customer as a consumer has his habitual residence, remain unaffected.
- (2) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and the Provider shall be the Provider's registered office.
- (3) The contract remains binding in its remaining parts even if individual points are legally invalid. Instead of the ineffective points, the legal provisions, if any, shall apply. Insofar as this would represent an unreasonable hardship for one of the contracting parties, however, the contract as a whole shall become invalid.

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