

Cooking Makes You Happy.  
Eating Too.  
Catering at the Cologne Studierendenwerk

## General Terms and Conditions

### §1 General

All deliveries, services and offers are exclusively based on the following general terms and conditions. Individual arrangements and supplementary agreements must be put in writing.

### §2 Offers/Prices

Agreed upon offers are binding, in their execution details may be subject to change. All prices include Value Added Tax.

1. The minimum purchase for non-alcoholic beverages is 50 %.
2. When ordering food and drinks, we provide you with the corresponding equipment free of charge.
3. On weekends and public holidays individual arrangements must be made.
4. In the case of food, fluctuations in portion, appearance, weight, consistency, taste, smell and other properties are unavoidable. Possible deviations from the ideas of the client must therefore be tolerated within industry standards and product-specific variances.

### §3 Conclusion of Contract

To be legally binding, the service contract requires the written confirmation of both contracting parties. The contractual basis is the agreed upon and accepted offer.

The order confirmation must be submitted to the Cologne Studierendenwerk generally 14 working days (except Saturday) before the event begins otherwise, smooth delivery is not guaranteed. This information is the basis of the invoicing. Other agreements must be made in writing. (§1).

### §4 Terms of Delivery

1. The following delivery conditions are valid during semester opening hours until 2:30 pm:
  - Delivery and the set up are free of charge with an invoice amount of at least 300 euros.
  - Invoices under 300 euros are charged a one-time delivery fee, including assembly of 45 euros.Delivery without assembly costs a flat rate of 20 euros. Price includes ground level delivery, up to the first door of the event location.
2. Deliveries outside of our business hours must be made by special arrangement.
3. The Kölner Studierendenwerk provides the products to the delivery address on the agreed delivery date +/- half an hour. Delivery is carried out with normal business practices and in compliance with legal regulations. The Cologne Studierendenwerk will take the greatest care to accommodate time differences but there is no liability.
4. Delivered meals will be delivered for intended consumption. Complaints and mistakes in the food and drink must be noted immediately at handover or delivery. The buyer is aware that food is easily perishable, so that complaints made later are not acceptable. Drinks that are damaged as a result of improper storage or treatment will not be replaced.
5. Disassembly has to be carried out by the customer except where a staff has been retained. As a rule the collection of the provided materials are usually picked up the first working day (except Saturday) after the event. Materials must be transportable, be packed and placed at ground level. We reserve the right in case of non-performance, to charge for personnel costs. In cases of client

pick-up and return, the return must be made at the latest by the next working day after the event (except Saturday) until 11:00 am. In case of non-performance we reserve the right to charge personnel costs on the invoice.

6. in case of particularly complex conditions at the place of delivery additional expenses can be agreed upon and invoiced.

7. individual contractual agreements remain unaffected by this.

#### §5 Terms of Delivery for Buffets and Warm Dishes

In-house events:

Buffets and hot meals for 30 people or more can be ordered from our daily menu during our business hours.

Outside events:

Buffets and hot meals for 50 people or more can be ordered from our daily menu during our business hours. Delivery and assembly are free of charge. Buffets and hot meals are served outside of our opening hours only according to individual agreement.

#### §6 Service Personnel

The client and the Cologne Studierendenwerk can agree upon the hiring of service personnel (25 € per hour, minimum stay: 4 hours)

#### §7 Bringing Food and Beverages

It is not permitted to bring food and beverages or third-party catering into our canteens, bistros and coffee bars.

#### §8 Cancellation

Cancellation can be made up to 3 working days (except Saturday) before the day of the event. We charge 75% of the invoiced amount of the food.

#### §9 Liability

The materials provided (china, cutlery, bar tables etc.) will be invoiced at replacement value in the event of loss or damage.

In case of intended and/or gross negligence, the Kölner Studierendenwerk is liable without limitation. The Kölner Studierendenwerk is only liable for simple and slight negligence if these are duties that are essential to the contract. In this case, liability is limited to the average damage foreseeable at the time the contract is concluded. Any further liability is excluded. This limitation and limitation of liability also applies to our agents and assistants. This limitation and exclusion of liability shall not apply to product liability claims or damages resulting from injury to life, body and/or health.

#### § 10 Ownership

Offers or concepts provided by the Cologne Studierendenwerk during contract negotiations or the conclusion of the contract remain the property and copyright of the Studierendenwerk. The client is therefore not entitled to use them other than for the purpose of the contract without the consent of the Studierendenwerk.

#### § 11 Payment

The invoice amount is payable 30 days after the invoice is issued.

#### § 12

Location of jurisdiction is Cologne.