

General terms and conditions for the event area of CFB CateringFactory Berlin GmbH (formerly FLORIS Catering GmbH)

Date: May 2026

§ 1 Material scope of application	1
§ 2 Exclusivity clause	1
§ 3 Placing of order	2
§ 4 Change of invoice addressee	2
§ 5 Number of participants	2
§ 6 Withdrawal/cancellation by the client/customer	2
§ 7 Termination by CFB CateringFactory Berlin GmbH	3
§ 8 Terms of payment	4
§ 9 Limitation of liability	5
§ 10 Rental/Loan of Equipment	5
§ 11 Arrangement of locations	6
§ 12 Force majeure, weather and external influences, epidemic/pandemic etc.	6
§ 13 Delays	7
§ 14 Music	7
§ 15 Copyrights of CFB CateringFactory Berlin GmbH	7
§ 16 Price Changes	7
§ 17 Change of the scope of services after order confirmation	8
§ 18 Place of jurisdiction and applicable law	8

§ 1 Material scope of application

The following General Terms and Conditions (GTC) shall apply to all - also future - contracts, deliveries and other services of CFB CateringFactory Berlin GmbH (hereinafter: CFB), Boschweg 7, 12057 Berlin, vis-à-vis its customers (hereinafter: Customer).

§ 2 Exclusivity clause

The General Terms and Conditions of CFB shall apply exclusively to the entire business relationship - i.e. also to subsequent transactions. General terms and conditions of the customer are expressly rejected. This shall also apply if the customer's offer or acceptance of an offer is made with reference to the overriding validity of the customer's own GTC or if CFB carries out the delivery/service without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these GTC.

§ 3 Placing of order

All offers of CFB are subject to change and non-binding. Each order (conclusion of contract) must be confirmed by the customer (client) in text form and is only then considered binding for both parties.

All components of our offers are in EURO plus the respective applicable statutory value added tax.

§ 4 Change of invoice addressee

CFB points out that a processing fee of EUR 50.00 will be charged for any changes in the invoice addressee requested by the customer after conclusion of the contract.

Furthermore, the original contractual partner (debtor) remains identical.

Furthermore, interest on arrears will be charged in the permissible amount.

§ 5 Number of participants

The number of participants results from the order confirmation. Up to 14 calendar days before the event at the latest, the client can change the number of participants. The adjustment can deviate by a maximum of 5% from the order confirmation without affecting the agreed prices. The information about the change must be sent to CFB in text form to be valid.

If fewer participants arrive on the day of the event than announced, the last confirmed number of participants will still be charged.

If more participants arrive than last confirmed, the actual number of participants will be invoiced.

§ 6 Withdrawal/cancellation by the client/customer

CFB is aware of the great trust of its clients in the quality and reliability of its services and therefore always wants to achieve the best possible result for its clients/customers and therefore includes this intention in the contract.

In order to meet these high requirements and to be able to provide the agreed service in this quality at the time of the event/service delivery, CFB already performs extensive work individually adapted for the customer at the latest immediately after the time of the conclusion of the contract, which constitute essential components of the agreed services, e.g. selection and inspections of the venue, scheduling, bookings and orders, hiring of third-party services, etc.

For this reason, after the contract has been concluded, it is generally no longer possible to withdraw/cancel free of charge.

Therefore, up to and including 45 calendar days before the day of the event, the client is obliged to pay 50 % of the agreed remuneration,
up to and including 44 - 11 calendar days 70 % of the agreed remuneration and
up to and including 10 to 3 calendar days 90 % of the agreed remuneration and
thereafter to pay the full agreed remuneration.

The contracting partner is explicitly allowed to prove that CFB has not suffered any damage at all or that the damage is considerably lower than the above mentioned lump sum.

CFB expressly reserves the right to assert a claim for damages exceeding the lump sum. The declaration of withdrawal/cancellation by the client must be made in text form.

The submission of the declaration of withdrawal/cancellation by electronic mail (e-mail, WhatsApp etc.) is not sufficient for the security of both parties and therefore excluded. It must therefore be made by letter post, unless CFB confirms the withdrawal or cancellation in text form.

§ 7 Termination by CFB

CFB may terminate the contract extraordinarily if cooperation with the customer is no longer reasonable for CFB, in particular if

1. a competent authority or a court prohibits the performance of the event.
A prior warning or setting of a deadline, etc., is only required if it is ensured that the reason for termination will cease or not occur and CFB can reasonably be expected to continue to adhere to the contract. In any case, CFB must at least be reimbursed for the costs actually incurred up to that point.
2. the competent authorities and police are unable to maintain public safety and order on the basis of concrete indications and the Lessor cannot reasonably be expected to continue the lease for this reason; or
3. the required official approvals and permits are not available;
4. payments due are not made (without CFB thereby losing its claim to the agreed price). If the customer pays at a later date than agreed, and if CFB is still able to deliver, CFB shall be entitled to demand the delivery of the reimbursement of any additional costs incurred due to the delay in payment;
5. the customer fails to provide CFB with documents and information necessary for the performance of the contract, or fails to provide CFB with such documents and information in full or in due time, which are agreed upon or necessary for a timely delivery or support/service on site (e.g. gravel access roads, load limits of access roads, distances from the last permissible parking place of the delivery vehicle to the place of delivery, lighting, fire protection, escape routes) and a provision at the curb (see § 9 paragraph 6) is impossible or unreasonable with regard to the property of CFB;
6. circumstances arise which were unknown at the time of conclusion of the contract, which endanger the safety of the delivery person on site or which lead to the fact

that regulations from occupational health and safety for the safety and health of the personnel of CFB are not complied with or cannot be complied with in a secured manner;

7. the customer fails to take measures prescribed by law or ordered by the authorities which serve to ensure the safety of personnel deployed by CFB (delivery, service, etc.) on site;
8. it is to be assumed that the event supplied, at which logos, equipment or personnel of CFB are present and present, directly relates to political events in Germany and/or abroad and/or opinions are or are to be discussed and/or announced which are incompatible with basic democratic values and/or the Basic Law of the Federal Republic of Germany and/or have a negative effect on the peaceful coexistence of people in Germany;
9. the customer belongs to a prohibited party and wishes to hold the event in this capacity;
10. the customer does not comply with official requirements;
11. the customer operates technical equipment that is not permitted and as a result the personnel of CFB may be endangered;

§ 8 Terms of payment

1. All prices quoted are net prices, unless they are expressly marked as gross prices, and are exclusive of statutory taxes. All prices are Euro prices. Any costs of transfer/payment shall be borne by the customer.
2. our deliveries and services are to be paid immediately without any deduction upon delivery in cash - if so agreed - or upon receipt of the invoice. In the event of default in payment, all other (residual) claims of CFB against the customer arising from the business relationship shall also become due for payment immediately.
3. in case of a binding order (order confirmation), an advance payment in the amount of at least 70% of the sum resulting from the order is to be paid by the client.
4. an advance payment in the amount of 100% of the sum resulting from the order shall be made for a delivery whose turnover is fully calculable.
5. the advance payment is due and payable immediately with the order confirmation, about which you will receive an invoice. CFB may, with the exception of cases of "untimeliness", require further prepayments/advance payment.
6. If the advance payment is not paid on time, CFB reserves the right, after a reminder, not to provide the agreed service. Services provided by CFB until then will be invoiced according to § 6 of these GTC and are due for payment immediately.
7. The final invoice or the outstanding balance of the final invoice is due immediately without deduction after receipt of the invoice. CFB may also make deviating arrangements in individual cases after prior consultation and stipulation in text form.
8. the customer shall also be obliged to pay the agreed price if the event or utilization project on which the order is based is cancelled or aborted or shortened in time for reasons for which CFB is not responsible. This also applies if this occurs due to the absence of a permit, bad weather, lack of visitor interest, for reasons of a pandemic or similar, provided that CFB is not responsible for these reasons. § 6 of these GTC shall apply accordingly.

§ 9 Limitation of liability

1. No liability is assumed for loss of or damage to items brought in by the customer and/or his guests, unless the damage is due to grossly negligent or intentional conduct on the part of CFB or its vicarious agents and legal representatives.
2. If the Buyer is a consumer, the liability of CFB in case of slightly negligent breach of duty shall be limited to the foreseeable, contract-typical, direct average damage according to the type of service and delivery. This shall also apply in the case of slightly negligent breaches of duty by employees, representatives or vicarious agents of CFB.
3. If the customer is an entrepreneur, a legal entity under public law or a special fund under public law, claims for damages are excluded irrespective of the type of breach of duty, including tortious acts, unless there is intentional or grossly negligent conduct.
4. In case of breach of essential contractual obligations CFB shall be liable for any negligence, but only up to the amount of the foreseeable damage. Claims for loss of profit, saved expenses, claims for damages by third parties as well as other indirect and consequential damages cannot be demanded, unless a characteristic guaranteed by CFB has the specific purpose of protecting the customer against such damages.
5. The limitations and exclusions of liability pursuant to Section 9 No. 1 - 5 shall not apply to claims which have arisen due to fraudulent conduct on the part of CFB, as well as in the case of liability for guaranteed characteristics, for claims under the Product Liability Act and damages arising from injury to life, limb or health.
6. Insofar as the liability of CFB is excluded or limited, this shall also apply to the personal liability of its employees, representatives or vicarious agents.

§ 10 Rental/Loan of Equipment

All equipment provided to the customer, unless it is disposable packaging, is and remains the property of CFB. The equipment is provided exclusively to the customer (transfer to third parties is excluded) and only on a rental basis. The customer shall ensure appropriate storage of the equipment in a protected environment (weather, access by unauthorized persons).

All fees agreed upon for the rental of equipment are calculated according to calendar days. Unless otherwise agreed, the rental period shall commence on the day of handover to the customer.

Subject to the agreement of an obligation to return the equipment by the customer at the registered office of CFB or another location, CFB shall collect the equipment from the customer within a period of three working days, starting from the commencement of the rental.

If the customer does not enable CFB to collect the equipment within this period or does not return it within this period despite agreement of an obligation to return it at the registered office of CFB or another location, the rental period shall be extended with costs at the conditions agreed for the rental.

The customer shall always treat the equipment with care and diligence as is customary in the trade.

In the event of damage, destruction or loss, the customer shall compensate CFB for the replacement value of the equipment, i.e. the purchase price that CFB would have to pay for a replacement of the equipment. The customer is expressly permitted to prove that no damage or reduction in value has occurred at all or that it is significantly less than the replacement value.

After the return of the equipment, CFB reserves the right to inspect the equipment for damage and loss within seven days, starting from the day on which the equipment is returned to the possession of CFB.

The customer agrees to use the equipment exclusively for its intended purpose and to comply with all recommended protective measures and necessary safeguards against theft and vandalism.

The customer is fully liable for theft and such damages that lie outside of normal use from the time the rental items are handed over.

The rented items will be handed over to the customer in proper condition. The customer is obliged to notify CFB immediately of any damage or defect and to give CFB a reasonable opportunity to repair, rectify or replace the goods or to carry out a repair or have a repair carried out in accordance with CFB's instructions, insofar as this is reasonable for the customer.

§ 11 Arrangement of locations

If the contract includes the rental of premises, the terms and conditions of the location also apply. The contract for the location, as well as the invoicing and settlement of payments, shall take place in direct contact between the customer and the location. CFB may also make deviating arrangements in individual cases after prior consultation and their written stipulation.

§ 12 Force majeure, weather and external influences, epidemic/pandemic etc.

CFB shall not be liable in the event of weather and external influences, restrictions/official/legal orders during an epidemic/pandemic or similar, which make it objectively impossible to execute the order on the agreed date.

§ 8 para. 8 of the GTC shall apply accordingly.

CFB will endeavor, within the scope of what is economically reasonable, to hold the event with the customer on an alternative date at the request of the customer in the aforementioned cases after the aforementioned reason has ceased to exist. However, any additional costs incurred as a result shall then be reimbursed by the customer.

In the above-mentioned cases, the customer shall not be released from the consideration pursuant to § 326 of the German Civil Code (BGB), but CFB shall at least be obliged to reasonably reimburse the expenses incurred by CFB in this respect. The customer shall be expressly permitted to prove that the expenses were not incurred at all or were significantly lower than those claimed by CFB.

§ 13 Delays

CFB cannot be held responsible for any delays, unless the delays are due to the fault of CFB.

§ 14 Music

Events with music - whether live music, background music with sound carrier playback, music playback with a DJ as well as sports broadcasts on large screens or canvases - must be registered with GEMA. This is the responsibility of the customer. Should the customer fail to comply with this obligation to register, CFB shall be entitled to forward the customer's contact details to GEMA at its request. The same applies to the levies to the artists' social security fund. This is also the responsibility of the customer.

§ 15 Copyrights of CFB

For all event concepts, documents, graphics, lists, drawings and sketches (event documents) created by CFB - also at the customer's request - the copyright law is deemed to be agreed. Even if individual parts should not be protected by law.

§ 16 Price Changes

At the moment the prices for food, transport, personnel and energy can change significantly. We must reserve the right to make adjustments of up to 10% in these areas. We will gladly prove the adjustments upon request.

§ 17 Change of the scope of services after order confirmation

Changes in the scope of services of a confirmed event can mean a considerable amount of work for CFB. We point out that for any changes in the scope of services requested by the customer, at least a processing fee of a half-day rate of the sales staff of 200.00 EUR (full-day rate 400.00 EUR) will be charged.

§ 18 Place of jurisdiction and applicable law

The exclusive place of jurisdiction for all legal disputes is the registered office of CFB.

German law shall also apply to the execution of foreign orders.

Agreements or collateral agreements deviating from these General Terms and Conditions must be made in text form (also possible by electronic means) and confirmed by the contractual partner in order to be effective.

After conclusion of the contract and before the event is held, verbal deviating agreements are also permissible, provided that they have been confirmed in text form by e-mail.