

## Trading Terms and Conditions/PM

For all transactions between

**The Purchaser/Organizer as Customer** (hereinafter referred to as the Purchaser), on the one hand,  
and the  
**Piaristenkeller Restaurationsbetrieb Gesellschaft m.b.H., 1080 Vienna, Piaristengasse 45,**  
as the Contractor (hereinafter referred to as the Contractor) on the other hand

in addition to the agreement on performance of services and the tariff based thereon, together with the offers and prices of the Contractor applicable at the time of delivery of services, particularly for offers concerning the surrender of premises for public functions and all other related goods and services delivered by the Contractor, the following conditions shall apply exclusively, as specified hereinafter. These terms and conditions may be amended.

### I. Conclusion of contract, contracting, parties, liability

1) **Only written agreements** between the Purchaser and the Contractor are valid, which means that an order shall not be binding until it has been signed and approved in writing by the Contractor and not before. (Only trading managers or their proxies shall be authorized to sign for the Contractor). One-sided modifications, amendments and supplementary oral agreements are invalid.

#### 2) **The Contractor is liable:**

a) For valuables, cash, musical instruments etc., which are brought along to the event by the Purchaser and participants, only upon submission in person of said valuables, cash, musical instruments etc. to the manager or proxy of the Contractor for safekeeping, otherwise the Contractor shall not be liable for valuables or other possessions which are brought along. Personal property and other items are kept on the premises at the Purchaser's or participant's own risk.

b) Moreover, the Purchaser may not make a claim against the Contractor, except in the case of pre-meditated or grossly negligent conduct on the part of the Contractor.

3) **The Purchaser agrees** to inform the Contractor in good time of the likelihood of an unusually high claim.

### II. Prices, Payment

1) The agreed prices are inclusive, as specified in the respective current tariff.

2) Submission of the invoice for delivery of services by the Contractor is due on the day of the event.

3) All invoices submitted by the Contractor are payable in full within 21 calendar days from the date due.

4) Default interest of 1% per month shall be payable in case of delay in payment.

5) **Advance payment:** The Contractor is entitled to request a reasonable advance payment at all times.

The amount payable in advance and the dates of payment shall be stated in writing in a separate contract.

### III. Bookings

1) **Advance booking:** Enquiries about fixed dates shall be noted by the Contractor whereby such advance bookings shall be considered to be without obligation for both parties in the first instance.

In the event that the date confirmed by the Contractor in acknowledgement of the advance booking enquiry, and details of services to be provided and/or a programme together with the price agreement and minimum number of people, are not set in writing by the Purchaser, an advance booking shall be withdrawn and shall be invalid for both parties. Renewals shall be made in writing, stating the options still available.

#### 2) **Offers made by the Contractor with optional deadline:**

In the event that the date confirmed by the Contractor in acknowledgement of the advance booking enquiry, and details of services and payment, are partly set in writing, the Contractor may make a concrete offer with a limited contractual commitment (optional deadline). Should the Contractor not receive the respective order signed by the Purchaser within the optional deadline, the offer made by the Contractor shall be void and may not be accepted by the Purchaser; the advance booking shall also be invalid.

3) **Fixed booking:** The minimum requirement and prerequisite for the validity of a fixed booking are the existence of a written agreement on services and payment. This agreement shall basically include the order placed by the Purchaser in writing, supplying details of the date of services to be performed, restaurant capacity required for the event, minimum number of people and the menu arrangement.

In the event that the Purchaser places a fixed booking without supplying details of the menu, both parties shall expressly agree to a minimum menu variant, which shall be the most reasonably priced menu at the time of the performance of services by the Contractor, as stated in the current offer, or in the offer based on the Confidential Tariffs of the Contractor.

Changes from minimum menu variants to higher quality menu arrangements and additional agreements for other services, in particular the placing of orders for performance packages with entertainment programmes and live music etc., shall be negotiated and agreed with the Contractor no later than 14 work days prior to the event.

#### 4) **Optional increased booking and exclusive booking of restaurant capacity:**

Upon the conclusion of a fixed booking, an agreement on an optional increased booking up to a maximum of 20% (over and above the agreed fixed number of people) shall be admissible, if the workload of the Contractor permits, and shall also be made in writing in a separate agreement together with all exclusive bookings of restaurant capacity. It shall be noted for the sake of clarity that a repeated identically worded deviations from these trading terms and conditions in individual orders shall not affect these general trading terms and conditions in any way whatsoever.

### IV. No show Clause and Terms of Cancellation

#### 1) **Partial cancellations by the Purchaser:**

Partial cancellations of services ordered by the Purchaser, which arise as a result of cancellations by those participating in the booked event, are only admissible within the periods and to the degree specified hereinafter:

up to max. 70% of restaurant services ordered	up to 90 calendar days prior to date of event
up to max. 30% of the (remaining) restaurant services ordered	up 90 to 60 calendar days prior to date of event
up to max. 15% of the (remaining) restaurant services ordered	60 to 30 calendar day prior to date of event
up to max. 5% of the (remaining) restaurant services ordered	30 to 3 calendar days prior to date of event

A partial cancellation shall reach the Contractor by the end of the respective period at the latest, otherwise it shall be invalid, and the Purchaser shall pay over-all compensation to the Contractor for the restaurant services ordered in the fixed booking.

#### 2) **Proviso for "no show cases" (shall not apply to exclusive bookings of premises):**

In the event that the services ordered for a fixed booking are not performed due to the participants staying away (no show), the following shall be applicable:

2.1. The Contractor shall bear the risk for no show cases for fixed bookings of fewer than 40 people, up to a maximum of 5% of the number of people booked, and up to 2 people in no show cases of more than 40 people. No invoice shall therefore be payable within this upper limit for delivery of services by the Contractor.

2.2. In all other cases, the Purchaser shall bear the risk for no shows, and shall therefore pay the Contractor for each no show 90% of the value of those restaurant services ordered per person (that is 90% of the agreed sum per person) as compensation.

3.) **Cancellation on the part of the event venue:** If, in the event of unforeseen business interruptions or due to forces majeures, or in the event of incidents associated with terrorist or political unrest, or by reason of technical defects or other reasons of any kind, including termination of or sale of the business, the event venue should be prevented from providing the service, or be obliged to cancel the event programme (in the case of live music, for instance, due to illness or accident of the musicians, etc.), this shall not represent culpable non-performance of the contract between the contracting parties. In the event of losses due to cancellation on the part of the event venue, only the services ordered will not be charged for, and all advance payments made to the contractor by the customer will be refunded. No mutual obligations other than these shall be incurred by either party.

### V. General, Concluding Clauses

1) **Separate contracts:** Any differently phrased provisos relating to percentages and deadlines for partial cancellations, and no shows, shall be made in writing in separate contacts or in co-operation agreements. This shall apply, in particular, to exclusive bookings of restaurant capacity, and to agreements on regular events.

2) The place of payment and performance is the headquarters of the Contractor.

3) All disputes arising from or relating to this Contract shall be subject to the exclusive jurisdiction of the competent local court in Vienna, Austria. Austrian law shall govern.

4) In the event that individual terms of these general trading terms and conditions are or become ineffective and/or void, this fact shall have no effect on the validity of the remaining terms. The parties to the contract agree to replace the ineffective/void term by one which serves the purpose of the contract as closely as possible. Moreover, the legal and trading regulations at the place of business of the Contractor shall apply.