

GANYMED BRASSERIE®

General Terms and Conditions for all services of the Ganymed Berlin GMBH (In the following terms called Ganymed Brasserie or Proprietor)

1. General

These General Terms and Conditions shall apply to any and all deliveries, offers and services provided by Ganymed Brasserie, particularly reservations of one or several tables, rooms or open areas including food, beverages, decoration and service.

These General Terms and Conditions shall apply likewise to any prospective business connection without any former agreement.

Any independent Terms and Conditions of the guest (individual guest, group, individual or juristic person) shall not be accepted.

2. Offers

All offers of Ganymed Brasserie shall be without engagement. The agreement shall be deemed entered into upon the written confirmation of the guest's order by Ganymed Brasserie or upon the acceptance of an event agreement.

3. Prices / Price adjustment

The prices of Ganymed Brasserie shall be subject to the valid price list of food and beverages at the moment of value performance. In case of fixed prices, mentioned in the confirmation of order, Ganymed Brasserie is entitled to make price alterations if there are more than three months between agreement and value performance. The guest / business partner shall be informed in written form about the unavoidable price alterations at once.

All prices are to be understood inclusive VAT.

4. Conditions of Reservation / Events

Down payment:

On reservation of events with more than 20 participants a down payment in the amount of 50% (in case of no different agreement) of the restaurant's sales volume scheduled shall be made. Ganymed Brasserie shall provide the guest / organizer an invoice according to the amount of the down payment. The guest shall be obliged to remit the down payment not later than seven days from date of the invoice to the account of Ganymed Brasserie. On reservations at short notice Ganymed Brasserie accepts alternatively payment by crossed cheque. The down payment shall be deemed an instalment of the final settlement.

Late down payment:

If due invoices have not been completely remitted to the proprietor's account within one week, Ganymed Brasserie is entitled to revoke the agreement to the exclusion of a respite and any claims of the guest. In this case the guest / organizer is not entitled to execution of the event according to the conditions agreed upon, at the date agreed, as well as he is not entitled to an alternative date.

Calculation:

The number of participants booked by the guest / organizer in order to calculate the event's costs shall be deemed to be assured, if the agreement contains the organization of an event (with / without tables, rooms, areas, food, beverages, decoration or service) or the reservation for one group including the menu for several participants (guaranteed number of participants). According to that booked number of participants Ganymed Brasserie shall make an offer, buy the goods and the equipment needed.

Modification of the guaranteed number of participants:

Modifications of the guaranteed number of participants of less / until 10% shall not be considered, if the guest / organizer promptly notifies Ganymed Brasserie in written form (by letter, by fax or by email – reservierung@ganymed-brasserie.de), but not later than five working days to the date of event (valid from date of receipt).

Reduction of the guaranteed number of participants:

The guest / organizer shall be obliged to pay the total amount (calculated of the guaranteed number of participants) and the complete number of booked menus respectively in case of a reduction of the guaranteed number of participants by more than 10% or in case of late notification (the guest / organizer fails to notify Ganymed Brasserie within the deadline of 5 days or notifies Ganymed Brasserie the same day of the event) or in case of less event participants than expected by the guest / organizer. In this way the expenditures of Ganymed Brasserie will be covered, who ordered, paid and prepared the corresponding goods / food / material especially for a certain menu, a certain event for a certain group of participants booked by the guest / organizer and who will not be able to sell aforementioned goods in the restaurant.

Exceeding of the guaranteed number of participants

An exceeding guaranteed number of participants shall only be allowed if Ganymed Brasserie assures and confirms it in written form after checking the available places. An exceeding guaranteed number of participants without previous confirmation of Ganymed Brasserie shall not be deemed valid and those guests shall not be entitled to any kind of entertainment or service. In case of late notification or no notification of an exceeding guaranteed number of participants

the proprietor shall be entitled to charge the additional menus at the present price for said menu according to the prior calculation. But the additional guest shall not be entitled to the exact same menu agreed upon, as this depends on the goods available in stock.

If additional menus are not available, the guest shall be offered an alternative à la carte, which will be charged according to the regular prices of the menu.

In case of an exceeding guaranteed number of participants at the event where guest / organizer and proprietor agreed on a per capita lump sum shall be charged the amount according to the actual number of participants (actual number of participants x per capita lump sum according to the initial calculation / agreement).

In case of non-appearance and no notification by telephone on the part of the guest on regular table reservations without any menu agreement Ganymed Brasserie shall be entitled to offer the table (after an adequate waiting period) to other waiting guests.

All conditions of clause n° 4 shall be deemed to be valid as well on bookings made by mediating agencies, who act by order of the guest.

5. Rescission of the contract – Cancellation fee

Cancellation by the guest / organizer:

On menu bookings / group reservations with an event agreement:

In case of cancellation of the agreement after the conclusion of the contract, Ganymed Brasserie shall be entitled to charge and withhold the down payment of 50% (in case of no different agreement) as a cancellation fee. This regulation shall be deemed to be valid only on cancellations in written form (by letter, fax or email) and no later than seven days to the event (receipt of cancellation at Ganymed Brasserie).

Cancellations received later than seven days to the event entitle the proprietor to charge the complete amount of the order (agreed menu price x guaranteed number of participants); except for agreed beverage lump sums.

On regular table reservations during the normal day-to-day business à la carte (especially at holidays / festive days) the following regulations apply:

Table reservations in written form shall be cancelled free of charge if the guest cancels the reservation by letter, fax or email no later than three days to the date of reservation. At non-compliance of this period of notice or at non-appearance of the guest at the day of reservation Ganymed Brasserie is entitled to charge a cancellation fee of 100,- Euros per capita.

Apart from that the guest / organizer shall be obliged to bear all further expenses of Ganymed Brasserie which occur in spite of observance of the cancellation period and which can not be averted within that short period of time. This refers particularly to the booking of special equipment, tent constructions, etc. which can not be cancelled within such a short period of time without imposition of a cancellation fee.

All conditions of clause n° 5 shall be deemed to be valid as well on bookings made by mediating agencies, who act by order of the guest.

Ganymed Brasserie is entitled to rescind the contract to the exclusion of any claims of the guest, if the guest infringes the essential duties of the contract or if Ganymed Brasserie assumes justifiably that the guest may compromise the daily business, the security or the reputation of Ganymed Brasserie or its guests. In addition Ganymed Brasserie reserves the right to further assertions of claims, in particular claims for damages.

6. Invoicing

Invoicing will be effected according to the agreed and performed services and it includes the German VAT (net value + VAT).

The invoice delivered to the guest's / business partner's address shall be paid to Ganymed Brasserie without any deductions and not later than seven days from the date of the invoice.

The following bank details are the exclusive bank details of Ganymed Brasserie; all previous bank details are not valid any more:

Account holder:	Ganymed Berlin GmbH
Bank:	Berliner Volksbank
Reference:	<i>Name of the guest / date of event</i>
Account number:	2155715009
Bank sorting code:	10090000
Iban:	DE07100900002155715009
Swift:	BEVODEBB

7. Force majeure

Ganymed Brasserie is entitled to rescind the contract to exclusion of any claims in case of force majeure (fire, strike, etc.) or other incidents which are not in the responsibility of the proprietor.

In this case Ganymed Brasserie shall notify the guest / organizer immediately.

8. Authorizations

Official authorizations and insurances required for the event shall be provided by the guest / organizer at his own expense. At events, video shoots, etc. the guest / organizer shall be responsible to comply with all public and official regulations, as well as the early application or registration of those.

At events and video shoots the guest / organizer shall be obliged to take out personal liability insurance, in order to cover any possible damage of the rented property.

9. Liability

Ganymed Brasserie shall be held liable for the care of a respectable businessman and, regardless of the regulations of paragraph 70 . ff. BGB, only in case of intent or gross negligence and only to the amount of the price agreed.

10. Place of jurisdiction

Any legal case or any proprietary claims arising from the agreement shall be heard in Berlin inasmuch as the parties are registered traders or as the guest has no domestic place of jurisdiction.

11. Final clause

All previous General Terms and Conditions of Ganymed Brasserie become invalid by this new version. The agreement shall be governed by German law. The effectiveness of the terms and conditions or other regulations shall not be influenced or touched if one of the regulations of these conditions or one of the regulations of further agreements between both parties becomes ineffective. Differing regulations or agreements shall be made in written form. This shall be valid as well for the abolition of this clause.

General Terms and Conditions, State 22/10/2009

Company data:

Ganymed Berlin GmbH

Manager: Michael Pankow

HRA: 117713 Amtsgericht Charlottenburg

Tax number: 06/864/00980

Tax office: Finanzamt für Körperschaften IV in Berlin