General Terms and Conditions of GOOSE Gourmet GmbH

for catering, service and event services · Version: November 2026 · Kleyerstraße 15, 60326 Frankfurt am Main

§ 1 Scope

1.1 These General Terms and Conditions (GTC) apply to all contracts for catering, service and event services, including the provision of equipment, between GOOSE Gourmet GmbH (“GOOSE”) and its clients (“Customer”).

1.2 These GTC apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

1.3 Deviating, conflicting or supplementary terms of the Customer shall not become part of the contract, even if GOOSE does not expressly object to them or performs services without reservation.

1.4 These GTC, in the version valid at the time the contract is concluded, also apply to all future contracts with the Customer without the need for a renewed reference.

1.5 Individual agreements made in a specific case, in particular in the offer, take precedence over these GTC.

§ 2 Offer and Conclusion of Contract

2.1 Offers from GOOSE are non-binding and, unless stated otherwise, valid for 14 days from the date of the offer.

2.2 The contract is concluded as soon as the Customer signs the offer or the order confirmation or declares acceptance in text form (e.g. by email or messenger). Any informal declaration that shows the intention to place the order is sufficient, for example: “We’ll do the catering with you.”

2.3 Upon conclusion of the contract, these GTC become part of the contract. They are available at www.goosegourmet.de/agb and will be sent on request.

2.4 If the Customer declares acceptance with changes, this shall be deemed a new offer, which is only accepted upon confirmation by GOOSE.

2.5 Anyone declaring acceptance on behalf of the Customer warrants that they are authorised to do so.

§ 3 Prices and Price Adjustment

3.1 All prices are net prices in euros plus the applicable statutory VAT. If the VAT rate changes before the services are provided, the new rate applies.

3.2 The agreed prices are based on the cost level stated in the offer. If, after conclusion of the contract, GOOSE’s costs for goods (food and beverages), staff (wages and ancillary wage costs), energy and logistics or third-party services (e.g. rental equipment) increase, GOOSE is entitled to increase the prices of the affected service components accordingly. The increase may not exceed the actual cost increase. Cost reductions are taken into account in the same way; an increase in profit is excluded.

3.3 GOOSE will notify the Customer of the price adjustment in text form before the event, stating the reason and amount, and will provide evidence of the cost increase on request.

3.4 If the agreed total price (net) increases by more than 10 % in total as a result of adjustments under clause 3.2, the Customer may withdraw from the contract within 7 days of receipt of the notification. § 6 does not apply in this case.

3.5 Requests for changes and additions after conclusion of the contract will be charged at GOOSE’s prices valid at that time.

§ 4 Payment

4.1 Unless otherwise agreed in the offer, a deposit of 50 % of the order total is due within 10 days of conclusion of the contract, but no later than 14 days before the event. The balance is payable without deduction within 10 days of invoicing.

4.2 If the Customer is in default, it owes default interest of 9 percentage points above the base interest rate as well as a lump sum of EUR 40 (Section 288 BGB). The right to claim further damages is reserved.

4.3 GOOSE is entitled to assign its claims to third parties, in particular to a factoring company. In this case, payments with discharging effect can only be made to the account stated in the invoice.

4.4 The Customer may only set off claims that are undisputed or have been finally established by a court. The Customer is only entitled to a right of retention insofar as it is based on the same contractual relationship.

§ 5 Number of Guests and Changes

5.1 The binding number of guests must be communicated to GOOSE in text form no later than 14 calendar days before the event. It is the minimum basis for invoicing, even if fewer guests attend. If more guests attend, invoicing is based on the actual number.

5.2 A reduction of the most recently confirmed number of guests by up to 10 % is free of charge until 14 calendar days before the event. Further or later reductions are charged as a partial cancellation in accordance with § 6.

5.3 Increases in the number of guests and changes to the menu or schedule are possible subject to availability. From 14 calendar days before the event, they can only be implemented where feasible; any additional costs incurred are borne by the Customer.

5.4 The date of receipt of the notification by GOOSE is decisive for all deadlines.

§ 6 Cancellation, Postponement, Withdrawal

6.1 The Customer may terminate the contract before the event in text form (cancellation). In this case, instead of the agreed remuneration, GOOSE may claim the following lump sums based on the agreed net order total: up to 91 calendar days before the event 10 %, 90 to 61 calendar days before 25 %, 60 to 31 calendar days before 40 %, 30 to 15 calendar days before 60 %, 14 to 8 calendar days before 80 %, 7 to 3 calendar days before 90 % and from 2 calendar days before the event 100 %.

6.2 The Customer is entitled to prove that GOOSE has suffered no damage or significantly less damage. GOOSE remains free, instead of the lump sum, to invoice the agreed remuneration less saved expenses on a specific basis (Section 648 BGB).

6.3 Postponement: If the Customer wishes to postpone the event, GOOSE will endeavour to find an alternative date within 12 months. A lump sum of 10 % (for postponement up to 61 calendar days before the event) or 25 % (from 60 calendar days) of the net order total will be charged for the postponement. The prices valid at that time apply to the alternative date. If the alternative date is cancelled, at least the percentage under clause 6.1 that would have applied at the time of the postponement request applies. If no alternative date is agreed, the postponement is deemed a cancellation as of the time of the postponement request.

6.4 Circumstances within the Customer’s sphere of risk, such as the loss of the venue, cancellations by speakers or artists, low attendance or internal decisions, do not entitle the Customer to cancel free of charge.

6.5 GOOSE may withdraw from the contract for good cause, in particular if a) the deposit is not received despite a reminder setting a reasonable deadline, b) services were booked on the basis of misleading or false information about material facts (e.g. regarding the identity of the organiser or the purpose of the event) or c) there is reasonable cause to assume that the event endangers the safety, smooth business operations or reputation of GOOSE or its employees. In these cases, GOOSE retains its claim under clauses 6.1 and 6.2.

6.6 Force majeure: If the event becomes impossible due to force majeure (e.g. official bans, natural events, war, epidemics), both parties are released from their obligations to perform. The Customer reimburses GOOSE for the services rendered up to that point as well as for the demonstrably incurred, no longer avoidable costs (e.g. ordered goods, commissioned third-party services).

§ 7 Customer's Obligations to Cooperate

7.1 The Customer ensures that GOOSE has unhindered access to the event venue at the agreed times, including suitable access for delivery vehicles as close as possible to the delivery point, as well as sufficient loading and parking facilities. If this is not possible, the Customer must inform GOOSE in good time in advance.

7.2 Costs for parking fees, no-parking zones or special permits that become necessary because there are no suitable parking or loading facilities at the event venue are borne by the Customer. Difficult delivery conditions (e.g. long carrying distances, no lift, stairs) as well as waiting times of more than 30 minutes for which GOOSE is not responsible are charged according to time spent at the staff hourly rates stated in the offer.

7.3 Unless otherwise agreed, the Customer provides electricity, water, suitable set-up and work areas and the possibility of waste disposal, and names a contact person on site who is authorised to give instructions.

7.4 The Customer is responsible for any permits required for the event (e.g. venue, noise protection, fire protection, special use).

7.5 The Customer informs GOOSE of allergies, intolerances and special diets of its guests no later than together with the binding number of guests. GOOSE provides information on the allergens in its dishes in accordance with the statutory requirements. As all major allergens are processed in GOOSE's kitchen, traces cannot be ruled out.

7.6 The timely registration of music subject to GEMA fees and the payment of these fees are the sole responsibility of the Customer. GOOSE may request proof or a security deposit in the amount of the expected fees.

§ 8 Services, Staff, Times

8.1 The scope of services is set out in the offer. GOOSE does not engage artists, guest transfers or rooms on behalf of the Customer; on request, GOOSE can provide contacts.

8.2 GOOSE calculates quantities and portion sizes based on the confirmed number of guests and experience. GOOSE gives no guarantee for deviating consumption behaviour or a higher number of guests than reported. Additional deliveries are made on request subject to availability and are charged separately.

8.3 If ingredients, food, beverages or equipment are not available at the time of the event, or not at reasonable prices, GOOSE may supply equivalent substitutes, provided this is reasonable for the Customer.

8.4 GOOSE staff are bound by instructions exclusively from GOOSE. If the Customer wishes GOOSE to settle accounts directly with its guests, this requires a separate agreement.

8.5 If the event exceeds the agreed times, additional hours are charged per half hour or part thereof at the hourly rates stated in the offer. Unless otherwise provided in the offer, the following surcharges apply to the staff hourly rates: night work (10 pm–6 am) 25 %, Sundays 50 %, public holidays 100 %.

8.6 GOOSE is not responsible for delays resulting from short-notice changes to the schedule by the Customer.

8.7 For reasons of food hygiene, food that has not been consumed is generally not handed out to be taken away. If GOOSE exceptionally hands over leftovers, this is at the Customer's sole responsibility for transport, refrigeration and consumption. Food and beverages not consumed are charged in full.

§ 9 Equipment, Damage and Loss

9.1 Equipment provided by GOOSE (e.g. glasses, crockery, cutlery, furniture, textiles, technical equipment, decoration) remains the property of GOOSE and may not be removed from the event venue.

9.2 The Customer is liable for damage to and loss of equipment as well as for damage to GOOSE's furnishings and inventory caused by the Customer, its employees, agents, guests or other event participants.

9.3 The Customer is liable for loss or damage during the time in which equipment is at the Customer's premises without supervision by GOOSE staff (e.g. for deliveries without service or overnight), unless the Customer proves that it is not responsible for the damage.

9.4 Damaged or missing equipment is charged at the replacement price according to GOOSE's breakage and loss list (attached to the offer or available on request), otherwise at the current replacement price. The Customer is entitled to prove that no damage or significantly less damage has occurred.

9.5 GOOSE counts and checks the equipment upon return; the Customer may take part. GOOSE notifies the Customer of missing items and damage in text form within 5 working days after the event. If the Customer does not object in text form, stating reasons, within 7 calendar days of receipt, the findings are deemed accepted. The notification will point out this consequence.

9.6 Unusually heavy soiling of equipment or surfaces (e.g. by wax, paint, confetti, glitter) is charged according to the effort involved.

9.7 GOOSE recommends that the Customer take out event liability insurance.

§ 10 Defects and Complaints

10.1 Obvious defects must be reported to GOOSE immediately during the event so that GOOSE can remedy them. Hidden defects must be reported in text form immediately after discovery, but no later than 24 hours after the end of the event. If timely notification is not given, claims due to these defects are excluded.

10.2 GOOSE is initially entitled to subsequent performance, insofar as this is possible during the event.

10.3 Claims for defects become time-barred one year after the services were provided. This does not apply to claims under § 11.2.

§ 11 Liability

11.1 In the event of slight negligence, GOOSE is only liable for breaches of material contractual obligations, the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the Customer may regularly rely. In this case, liability is limited to the foreseeable damage typical for the contract.

11.2 The above limitation does not apply in cases of intent and gross negligence, injury to life, body or health, assumption of a guarantee or claims under the German Product Liability Act.

11.3 For items brought in by the Customer or its guests (e.g. coats, technical equipment, decoration), GOOSE is only liable in accordance with clauses 11.1 and 11.2; safekeeping is only owed if separately agreed.

11.4 The limitations of liability also apply in favour of GOOSE's employees and vicarious agents.

§ 12 Indemnification

The Customer indemnifies GOOSE against third-party claims and fines that are connected with the event and for which the Customer, its vicarious agents or its guests are responsible.

§ 13 Photos and References

GOOSE may use photos of its food, buffets and set-ups without identifiable persons as well as the Customer's name as a reference for its own advertising purposes, unless the Customer objects in text form. Photos of identifiable persons are only taken with their consent.

§ 14 Data Protection

GOOSE processes the Customer's personal data for the performance of the contract in accordance with the applicable data protection regulations. Details can be found in the privacy policy at www.goosegourmet.de/datenschutz.

§ 15 Final Provisions

15.1 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

15.2 The place of performance for payments and exclusive place of jurisdiction for all disputes arising from the contractual relationship is Frankfurt am Main. GOOSE is also entitled to sue the Customer at its general place of jurisdiction.

15.3 Should individual provisions of these GTC be invalid, the validity of the remaining provisions shall remain unaffected.

15.4 This English version is a translation for convenience. In the event of any discrepancies, the German version shall prevail.