

GENERAL TERMS AND CONDITIONS

1. SCOPE

The following terms and conditions are an integral part of all contractual relationships that are concluded between the customer and Taste of Now. They are recognized by placing an order (verbally or in writing) or by acceptance of the service or delivery. The customer's deviating terms and conditions do not become part of the Agreement, even if Taste of Now does not expressly contradict them.

Our contractual partners are hereinafter referred to as customers; Taste of Now GmbH is hereinafter referred to as Taste of Now.

Taste of Now is primarily a catering company, but also offers other services in the events sector (live, digital and dispatch) upon request of the customers.

2. OFFER/ COMING INTO EFFECT OF THE AGREEMENT / THE PRICES

2.1 Offers made by Taste of Now to the customer are non-binding, unless otherwise expressly agreed in writing. The prices communicated by Taste of Now in advertisements and on the Internet are subject to change and non-binding. Declarations of acceptance and orders from the customers must be recorded in writing. Oral form is possible in exceptional cases.

2.2 The Client undertakes to inform Taste of Now in writing of the final number of guests on which the invoice is based no later than 1 week before the start of the event. For dispatch and virtual events, this will be 3 weeks before the start of the event. This information is considered to be a guaranteed minimum content of the Agreement and will be taken into account accordingly in the final invoice. Any additional orders for food, drinks, employees and material will be charged separately according to Taste of Now's list prices.

2.3 The Agreement between Taste of Now and the customer is usually concluded by the customer's signature on the cost estimate prepared by Taste of Now and sending it back to Taste of Now by e-mail. The declaration of acceptance is also possible electronically.

2.4 The prices quoted by Taste of Now are exclusive of statutory value added tax. Packaging, freight, postage and / or insurance costs may be added. Any costs incurred for packaging, freight, postage and/or insurance will be invoiced. All approval and registration procedures, as well as fees (e.g., regulatory agency, GEMA / GVL etc.) are also borne by the customers.

2.5 Prices are considered to be indicative based on the current market situation for 4 months. We reserve the right to pass on our suppliers' price adjustments to the customer.

2.6 Changes in services and / or changes in the number of persons will result in price adjustments to the previous offer.

2.7 Employee costs are variable and are recorded and accounted for according to the hours worked. The minimum working time per person is six hours. After the end of the calculated event times, we will invoice according to hours worked.

2.8 We charge planning costs for preparation and follow-up of an event according to the time spent.

2.9 Our offers are valid for 14 days. Until this time, we reserve the services offered without obligation.

3. SCOPE OF SERVICES

3.1 The scope of the service owed by Taste of Now is determined by the Taste of Now's written cost estimate countersigned by the customer.

3.2 Taste of Now is entitled to use third parties' services (external services) to fulfil the contractually owed service. Taste of Now is not obliged to submit invoices for the services provided by third parties on their behalf or submit invoices from the persons / companies commissioned by it.

3.3 Services not included in the cost estimate, which are additionally carried out at the customer's request or additional expenses, which are caused by incorrect information provided by the customer, through transport delays through no fault of their own or through non-timely or professional services carried out in advance by third parties, insofar as these are not Taste of Now's vicarious agents will also be billed to the customer at Taste of Now's current remuneration rates.

3.4 In the event that artists who have been placed should be cancelled due to illness after the offer has been submitted / the Agreement has been concluded, Taste of Now reserves the right to select equivalent substitute artists. The customers are not entitled to equivalent compensation.

4. DELIVERY AND SERVICE / COOPERATION OF THE CUSTOMERS/ COLLABORATION

4.1 Compliance with the delivery and performance obligations by Taste of Now, especially in the case of short selling, requires the timely and proper fulfilment of the contractual obligations by the customer, such as the timely forwarding of relevant documents and information. If the customer does not meet their obligations, Taste of Now is entitled to demand compensation for the resulting damage.

4.2 The (delivery) items always travel at the customer's expense and risk, unless otherwise agreed. Unless otherwise instructed, Taste of Now will determine the shipment at its own discretion, without responsibility for special packaging or the cheapest and fastest route. Taste of Now is entitled, but not obliged, to take out transport insurance, the costs of which must be borne by the customer. Transport damage must be reported to Taste of Now without undue delay.

In the case of shipments via forwarding agents, damage must be noted immediately on the waybill; in the case of rail transport, a railway official certificate of the damage must be requested and sent to Taste of

Now. Any claims against the transport company will be assigned to the customer upon request. The customer's objects that are required by Taste of Now for the provision of services must be delivered free of charge to the location specified by Taste of Now on the agreed date. Such parts are returned freight collect from the place of use at the customer's risk. The loss of the delivered materials at the place of use for which Taste of Now is not at fault during transport or the loss of the delivered materials will be at the customer's expense.

4.3 The contracting parties will cooperate in partnership with regard to the preparation and implementation of the event and will continuously inform each other about the progress of the preparations. On site, the customer will designate a project manager, who will be Taste of Now's contact person during the event.

5. TECHNOLOGY AND PREMISES

5.1 In the event of a power failure during the event or any other premature termination of the event, which is not due to the culpable behaviour of Taste of Now, Taste of Now is entitled to the full calculated net total.

5.2 If the customer provides the premises for the event or rents them, they are obliged to adequately insure the premises and the event at their own expense and provide documentary evidence of the insurance by submitting the relevant insurance documents. In this case, the customer is liable for the integrity and safety of all persons involved in the event and the technology used. An examination of the building regulations (in particular fire protection) of the premises or the building must be carried out by the customer. Taste of Now is not liable.

6. LEASED PROPERTIES

The accessories supplied with the food, such as crockery, cutlery, tablecloths, etc. will be left to the customer on a rental basis. They may only use these items at the agreed location and for the agreed purpose and must return them at the end of the event. The customer undertakes to treat rented items with care and avoid damage. They are also obliged to inform Taste of Now immediately if the rental object is damaged or in need of repair.

7. FOOD & DRINKS

7.1 TEST MEAL

If a customer would like to get to know us and our partners at a test meal, this is possible by arrangement. We charge a flat rate of EUR 1,500.00 for up to 4 people and 2 hours of time for the effort involved in this test meal.

7.2 FOOD

We carefully charge and calculate the food quantities according to our experience. The customer shall inform us of the expected number of guests in writing with binding force no later than 14 days before the event. A later reduction of an order can subsequently no longer be accepted and taken into account.

7.3 DRINKS

In the event of drinks being charged on a per head basis, at least the number of guests confirmed in advance will be invoiced. If more guests are present, this difference will be charged additionally. In case of doubt, we reserve the right to determine the number of guests ourselves and to invoice based on this. After the per-capita flat rate has expired, drinks will be charged according to consumption. If guests arrive before the start of the event and thus before the start of the flat-rate drinks charge, we will serve them from the ordered range. The drinks will also be charged according to consumption and the drinks prices stated in the offer.

We charge corkage fees for drinks provided by the customer.

We calculate the drinks very generously on the basis of our many years of experience. Nevertheless, due to unpredictable drinking behaviour of the guests, it may occur in rare cases that individual drinks run out.

We provide drinks that are charged according to consumption as commissioned goods.

Opened barrels, containers and packaging units are considered consumed and will be charged in full.

Any losses of deposit due to guests taking home or disposing of drinking vessels will be invoiced separately at the deposit price.

7.4 EMPLOYEES

The minimum working time per employee is six hours. The working hours and the resulting employee costs are based, among other things, on the requirements of the Working Hours Act [Arbeitszeitgesetz].

According to the Working Hours Act [Arbeitszeitgesetz], the daily working time is eight

hours. In order to work in compliance with the law during an event, we may need to schedule our employees in two shifts with a common handover time. We charge our employees' travel and accommodation costs for events according to actual expenditure and vouchers. This also applies if travel and accommodation costs not calculated in advance are incurred as a result of an order being placed at too short notice.

8. PAYMENT/ DOWN PAYMENT/ SET-OFF

8.1 Upon a written commissioning in accordance with these TERMS, Taste of Now is entitled to a down payment in the amount of:

80% based on the amount shown in the cost estimate – 6 weeks before the event.

The remainder of the order amount will become due at the end of the event or after the service is provided by Taste of Now.

8.2 Unless otherwise agreed, Taste of Now's invoices are payable immediately after invoicing without any deductions. Furthermore, the individually agreed payment methods specified on Taste of Now's cost estimate also apply with regard to a down payment.

8.3 The customer may only set off against undisputed claims or claims established by declaratory judgement.

8.4 A payment by credit card is only possible for a fee.

9. DELIVERY AND SERVICE TO THE FOREIGN CUSTOMS JURISDICTION

If deliveries and / or services are made to / in foreign customs jurisdictions, the customer must bear all taxes, costs and fees incurred in this context; this applies in particular to customs declarations and clearance, air freight, sea and land transport, import papers, veterinary certificates, pro forma invoices, phytosanitary certificates, employee costs as well as hotel costs, expenses, possibly hourly allowances, visa fees and on-site transfers. The customer must bring about the exemption from duty of the goods.

10. TASTE OF NOW'S RIGHT OF WITHDRAWAL

Taste of Now is entitled to withdraw from the Agreement,

(a) if the guarantee of the calculated total net amount cannot be warranted by the customer, or

(b) if there is a lack of the cooperation by the customer, which is necessary for the implementation of the event (this also includes compliance with the payment terms). In both of these cases, Taste of Now must be paid reasonable compensation by the customer.

(c) Furthermore, Taste of Now is entitled to withdraw if it is not possible for Taste of Now to fulfil the agreed delivery and service obligations for reasons of force majeure. In this case, any mutual claims under the contractual relationship will expire. In particular, there are no reciprocal claims for damages. In this case, down payments made by the customer will be offset against costs and expenses incurred by Taste of Now.

11. CANCELLATION OF THE ORDER BY THE CUSTOMER

If the customer cancels the order after the conclusion of the Agreement (verbally or in writing) for reasons for which Taste of Now is not responsible, the following cancellation fees will be charged to the customer:

For functions / events:

- » 15% of the calculated total net amount upon commitment/after signature*
- » 50% of the calculated total net amount until 8 weeks before the start of the event *
- » 80% of the calculated total net amount until 4 weeks before the start of the event *
- » 90% of the calculated total net amount until 7 working days before the start of the event *
- » 100% of the calculated total net amount until 1 working day of the event *

* applies only to Taste of Now's own services; third-party costs (location, equipment, service employees) may each deviate according to provider.

For shipment boxes:

- » 15% of the calculated total net amount upon commitment/after signature
- » 50% of the calculated total net amount 8 weeks before shipment

- » 80% of the calculated total net amount until 14 working days before shipment
- » 90% of the calculated total net amount until 1 working day before shipment
- » 100% of the calculated total net amount at the day of the shipment

For virtual events, the shipment date counts.

For the delivery of food:

- » 15% of the calculated total net amount upon commitment/after signature
- » 50% of the calculated total net amount 8 weeks before delivery
- » 80% of the calculated total net amount until 14 working days before delivery
- » 90% of the calculated total net amount until 1 working day before delivery
- » 100% of the calculated total net amount on the day of the delivery

The calculation of the lump-sum damages is based on the total net amount calculated in the event agreement based on the specified minimum number of people plus the applicable statutory value-added tax. Deposit services that have already been paid will be set off against the cancellation costs.

In the event of reasons for which the customer is not responsible (force majeure), only the costs incurred will be due.

12. COPYRIGHTS/CONFIDENTIALITY

12.1 All services or results of services provided by Taste of Now or its employees or third parties commissioned by it on behalf of the customer for the fulfilment of the Agreement, such as planning, drafts, drawings, production and assembly documents, as well as descriptions of exhibition and event concepts, print templates, work films and photos etc. remain the property of Taste of Now with all rights, even if they are charged to the customer and have been handed over. Inasmuch they are entrusted to the customer. Without the participation of Taste of Now, the authorization for use, in whole or in part, regardless of whether special property rights (e.g., copyrights) exist or not, requires Taste of Now's express written consent. Any imitation, even of small details or parts of Taste of Now's work, is inadmissible and justifies claims for damages.

12.2 Taste of Now and the Customer undertake to keep the contractual partner's company information and secrets that became known during the execution of the Agreement mutually confidential, even beyond the duration of the business relationship.

12.3 Taste of Now will keep the documents relating to the order for a period of 6 months. If original templates or media are made available, the customer undertakes to create duplicates. The agency assumes no liability for templates from the customers that are not requested back within one month of the completion of the order.

13. COMPLAINTS

13.1 Obvious defects may only be taken into account if the complaint is made immediately after receipt of the goods or directly upon collection. The exchange of incorrectly ordered goods is not possible for food and beverages.

13.2 Hidden defects in delivered goods (perishable food) must be reported to Taste of Now without undue delay, but no later than 3 days after discovery; documentary evidence of this must be provided by means of a detailed photograph.

13.3 Taste of Now assumes no liability for defects caused by the customer's improper storage of the goods.

13.4 If the buffets are planned to be left standing for more than three hours, Taste of Now must be notified and partial deliveries of the food must be agreed.

13.5 Taste of Now has no influence on problem-free and proper shipping. The terms and conditions of the shipping service provider apply here.

13.6 Should there be a reason for complaint during an event, we ask the customer to inform us or our contact person on site immediately and without undue delay. This will enable us to react quickly and remedy the cause of the complaint.

13.7 Complaints that are only made to us after the event can no longer be changed, accepted or deducted.

14. TRANSFER OF RISK / RETENTION OF TITLE

14.1 The items delivered by Taste of Now are deemed to have been handed over to the customer as soon as they have entered the area of the event rooms.

15. LIABILITY AND WARRANTY

15.1 If Taste of Now engages third-party companies to provide services or deliveries on behalf of the customer, defects and claims for damages by the customer against Taste of Now are excluded, unless Taste of Now has violated its duty of care when selecting the third-party companies.

15.2 Taste of Now is only liable for damages to the customer based on the Agreement, as well as from tortious acts, if Taste of Now, i.e., an employee, managing director or vicarious agent of Taste of Now, is guilty of wilful intent or gross negligence. This exemption does not apply to claims for damages resulting from the assumption of a guarantee by Taste of Now or under Product Liability Law [Produkthaftungsgesetz], or for injury to life, limb or health. The amount of the compensation is in any case limited to the amount of the agency service agreed in the cost estimate.

15.3 If, contrary to expectations, Taste of Now's services are inadequate or incomplete, the customer must give notice of this defect without undue delay. Taste of Now is then obliged to make subsequent deliveries free of defects and in full, provided that this can still be done during the respective event without any significant delay. The right to conversion or reduction in price is excluded if the subsequent delivery is made in time.

15.4 Third parties, in particular the customer's guests, may not derive any rights against Taste of Now under this Agreement. Insofar as claims are asserted against Taste of Now or its employees due to non-fulfilment or the breach of obligations that are incumbent on the customer under this Agreement or by law, the customer will release Taste of Now from these claims without undue delay upon first request.

15.5 Insofar as damage is caused by Taste of Now's subcontractors, Taste of Now is only liable in the event of wilful intent and gross negligence. The scope of liability is limited to the extent that in

these cases Taste of Now will assign its own contractual claims for damages against subcontractors and will support the customer in the assertion of the claims.

15.6 In connection with the delivery of goods, Taste of Now is only liable in the event of intent or gross negligence, limited to the amount of the value of the goods. If suppliers have not delivered or performed properly through no fault of Taste of Now and this has the consequence that Taste of Now cannot perform in accordance with the Agreement, Taste of Now is only liable to the customer to the extent that Taste of Now is able to assert its own claims for damages against the parts supplier to the customer and supports the customer in the assertion of the claims.

15.7 A warranty for the success or pleasure of the event or liability for the pleasure of the performances of the artists mediated by Taste of Now is excluded by Taste of Now. Taste of Now also assumes no liability for the suitability and availability of the respective locations, the correctness of the information about the location operator, as well as the suitability of the emergency services (promoters, hostesses, etc.). Taste of Now is also not liable for damage connected with the use of the event venue.

15.8 In the event that artists mediated by Taste of Now cancel, Taste of Now will endeavour to find an adequate replacement, but assumes no liability for equivalence. If artists cancel at short notice, Taste of Now cannot guarantee a replacement. Claims for damages by the customers are excluded in these cases.

15.9 Taste of Now is not liable for claims that are made against the customer in connection with the event, in particular not for litigation and legal fees of the customers, as well as for claims for damages or other claims by third parties.

15.10 Taste of Now is not liable for advice, information or other free services.

16. MARKETING/ PR WORK

Taste of Now is entitled to use the subject matter of the Agreement, including photos, for its own marketing purposes and public relations (brochure, website, trade press, etc.). A right of refusal by the customer only exists for cause. Any photos or impressions of events may be used for the aforementioned activities, taking

personal rights into account. The customer agrees to be named as a reference provider for marketing and PR work.

17. FINAL PROVISIONS/ SEVERABILITY CLAUSE

Changes and amendments must be recorded in writing. Should individual provisions of these terms and conditions be or become invalid or unenforceable, this will not affect the validity of the other terms and conditions. The invalid provision will be replaced by a replacement regulation that approximates as closely to the targeted purpose of the invalid provision.

18. LEGAL VENUE

The legal venue is Frankfurt/Main, unless the contractual partners are full merchants or legal entities under public law. However, Taste of Now reserves the right to bring an action against the customer at the court with jurisdiction for its headquarters or place of residence.

19. PLACE OF PERFORMANCE

The place of performance is the headquarters of Taste of Now, Frankfurt/Main.

20. APPLICABLE LAW

These terms and conditions and all legal relationships between Taste of Now and the customer will be governed by German law. The application of international sales law is excluded.

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