



S-Chefs General Terms and Conditions

I. Scope of application and amendments to these General Terms and Conditions

1. These General Terms and Conditions ("GTC") apply all transactions between the customer (hereinafter also referred to as the "Customer") and S-Chefs Culinary System GmbH
2. The GTC apply exclusively. Conflicting and/or supplementary general terms and conditions of the customer shall apply, subject to the express written consent of S-Chefs Culinary System GmbH.
3. All offers are subject to change.
4. The GTC shall also apply as a framework agreement in their respective valid version for future transactions between S-Chefs Culinary System GmbH and the customer, without the need for renewed reference.

Within a contract, changes to these GTC shall be communicated to the customer in text form not later than two months before the proposed date of entry into force.

If the customer has agreed an electronic communication channel with S-Chefs Culinary System GmbH as part of the business relationship, the changes can also be communicated in this way.

The customer shall be deemed to have given its consent if it has not notified its refusal before the proposed date of entry into force of the changes.

II. Conclusion of contract and general obligations of the customer

1. The offers of S-Chefs Culinary System GmbH, also with regard to the prices, and also if S-Chefs sets a deadline for the submission of the - are subject to change and non-binding, unless they are expressly designated as binding.

The presentation of the products in the online store does not constitute a legally binding offer, but a non-binding online catalog.

2. Unless S-Chefs expressly submits a binding offer, the customer's order or purchase order constitutes a binding offer. This is either in the order via the webshop by clicking on the (click) button "order with obligation to pay" or in the delivery of an order form, fax, e-mail, etc.. S-Chefs may also request the order in writing.

3. Orders or purchases of the customer require acceptance by S-Chefs to be legally effective. This can be done within up to 10 working days (Monday to Friday) by explicit written confirmation or by actual execution of the contract (delivery of the ordered goods). Until the order is accepted in one of the forms described, S-Chefs may refuse acceptance at any time without giving reasons.

4. All information provided by the customer during the ordering process must be current and truthful.
5. If the customer provides an incorrect or incomplete delivery address and delivery of the goods is not possible for this reason, the customer must compensate S-Chefs for the costs incurred as a result. The same applies if the delivery of the goods is made considerably more difficult as a result of the incorrect or incomplete delivery address. In this case, the customer must compensate S-Chefs for the resulting damage (in particular the costs of determining the address or another delivery).
6. S-Chefs does not offer products for purchase by minors. If the customer is under 18 years old, the cooperation of a parent or legal guardian is required.
7. All deliveries, services and offers of S-Chefs are made exclusively on the basis of these General Terms and Conditions of Sale and Delivery. These are an integral part of all contracts that S-Chefs concludes with the customer for the deliveries or services offered by S-Chefs.

III. Range of products

1. The extensive S-Chefs range may be subject to seasonal changes.

If individual items are temporarily unavailable, S-Chefs reserves the right to replace them with goods of at least equal value.

Deviations customary in the trade and deviations in formulations which occur due to legal regulations or for improvements are permissible. The prerequisite for this is that the usability for the contractually intended purpose is not impaired.

All information on S-Chefs goods is subject to change and non-binding. S-Chefs reserves the right that the product images may not always correspond to the appearance of the delivered products. Claims for defects are excluded in this respect as far as the changes are reasonable for the customer and do not deviate from the quality agreements made.

2. Weight specifications

The weights given in the webshop are approximate values from the S-Chefs recipes. As S-Chefs works with fresh food by hand, weights may naturally vary upwards or downwards.

4. Transfer of risk and minimum shelf life

The risk is transferred to the customer upon acceptance/handover of the goods. The instructions given on the product regarding further storage and, if applicable, handling of the products, as well as the minimum shelf life, must be observed by the customer.

S-Chefs assumes no liability for improper storage of the delivery item from the time of handover by the customer.

S-Chefs guarantees the shelf life of the goods until the best-before date stated on the packaging. The prerequisite for this is that the customer can prove that he has complied with the agreed and/or stated storage conditions, in particular compliance with the storage temperature, without interruption from the time of acceptance of the goods.

5. Ingredients and substances that can trigger allergies and intolerances:

The information on the ingredients of the dishes is partly based on information that S-Chefs receives from the manufacturers and suppliers of the individual ingredients. Since manufacturers rarely produce only one product, it can never be completely ruled out that the products also contain of unlisted ingredients that are not contained in the product itself. Furthermore, the artisanal processing and treatment of food in commercial kitchens means that when the various food components are brought together, unwanted and/or unintended mixing can occur and, associated with this, the transfer of small quantities of other substances that can trigger allergies and intolerances, is possible. For this reason, allergy sufferers must be aware that the food on offer may contain other allergenicallergy-triggering ingredients may be contained in the dishes offered in addition to those labeled. S-Chefs therefore excludes any liability due to non-receptor ingredients in the food.

IV. Prices, price list and value added tax

1. The prices apply to the agreed scope of delivery, which is listed and finally confirmed in the order confirmation sent by S-Chefs. The prices quoted are in euros.
2. The customer is obliged to pay the agreed prices of S-Chefs Culinary System GmbH for these services.
3. Unless separate prices have been agreed in individual cases, the prices currently listed in the webshop shall apply.
4. S-Chefs Culinary System GmbH is entitled to increase prices if the prices, wages and costs on which the agreed remuneration is based increase and more than four months have elapsed between the conclusion of the contract and the delivery or handover to the customer.

V. Due date, payment, default

1. The payment amount resulting from the order summary or confirmation email from S-Chefs is due for payment immediately.

S-Chefs is entitled to send invoices by e-mail or by post to the address provided by the customer.

2. Only the payment options shown under the menu item "Payment" are available to the customer when ordering via the webshop, whereby S-Chefs expressly reserves the right to reject a payment method selected by the customer in the contract offer. With the exception of the payment model on account, the remuneration of S-Chefs is due upon conclusion of the contract, i.e. the customer is obliged to pay the remuneration in advance.

3. If the customer does not order via the webshop, payment in advance (bank transfer) shall be deemed agreed, whereby the remuneration of S-Chefs shall become due upon conclusion of the contract, i.e. the customer is obliged to pay the remuneration in advance and payment must be received 48 hours before the planned delivery date.

4. Unless otherwise agreed, invoices are due within 14 working days (Monday to Friday) after receipt of the invoice/after delivery of the order.

5. S-Chefs may demand advance payment at any time except in cases of "untimeliness".

6. A loss of the subject matter of the contract for which S-Chefs is not responsible after the transfer of risk to the customer does not affect the customer's obligation to pay.

7. The customer is also obliged to pay the agreed price if the event or usage project on which the order is based is canceled or interrupted or shortened for reasons for which S-Chefs is not responsible. This also applies if this is due to the absence of a permit, bad weather, lack of visitor interest or similar, provided that S-Chefs is not responsible for these reasons.

8. In the event of default of payment, S-Chefs may assert statutory rights.

9. The customer shall provide the correct billing address when placing the order. If the invoice address is not correct, point II. 5. applies.

Otherwise, S-Chefs will charge a processing fee of EUR 15.00 plus VAT for re-issuing an invoice to a corrected invoice recipient (name and/or address).

10. In the case of payments by credit card, the customer must ensure that the account or credit card provided has sufficient funds to guarantee payment of the order.

We ask for your understanding that for technical reasons the debit on the account or credit card may only be visible a few days later.

VI. Statutory right of withdrawal

1. Please note that the S-Chefs range is perishable goods. In this respect, the customer is not entitled to a right of withdrawal according to (§ 312g para. 2 no. 2 BGB)!

2. The purchaser has a right of withdrawal with regard to purchased vouchers.

VII. Withdrawal, cancellation, costs, payment obligation despite strikes

1. The customer has the right to withdraw from the contract at any time. As far as no further written agreements have been made between the customer and S-Chefs Culinary System GmbH, S-Chefs Culinary System GmbH is entitled to reasonable compensation as follows:

1. 1 Cancellations up to four working days before the goods are dispatched will not be charged a cancellation fee for goods worth up to 100 euros (incl. VAT).

1. 2 In the event of cancellation up to ten working days before the goods are dispatched, no cancellation fees will be charged if the value of the goods exceeds 100 euros (incl. VAT).

1. 3 In the event of cancellation up to four working days before dispatch of the goods, 50% of the final offer/order amount will be charged if the value of the goods exceeds 100 euros (incl. VAT).

1. 4 In the event of cancellation less than four working days before dispatch of the goods, 100% of the final offer/order amount will be charged, irrespective of the value of the goods.

2. Business customers are obliged to pay for the ordered goods and services even if their business is on strike.

3. Irrespective of the time of cancellation and irrespective of the above-mentioned flat rates or cost allocations, the customer is obliged to bear all costs incurred as a result of contractual obligations

arise which were entered into by S-Chefs towards third parties due to the conclusion of the contract and/or at the instigation of the customer and S-Chefs could reasonably assume that the costs or cause for the execution of the contract are necessary.

VIII. Transportation, transfer of risk, handover

1. If S-Chefs ships the delivery item to a place other than the customer's private or registered office, the risk shall pass to the customer as soon as S-Chefs has delivered the goods, or the rental item or returnable packaging, to the forwarding agent, carrier or other third party commissioned with the shipment.

If the shipment is made with S-Chefs' own vehicles, the risk is transferred to the customer at the time of arrival of the vehicles at the customer's destination.

The customer bears the transportation costs from the registered office of S-Chefs to the place of destination. The type of delivery (by a service provider or S-Chefs itself) is irrelevant. The prices are calculated individually for the customer in the webshop, depending on the scope of the order and the place of delivery.

2. S-Chefs delivers the order using its own fleet of vehicles or through a contracted service provider (carrier or delivery service) to the address specified as the delivery address when the order was placed in the webshop or on an official S-Chefs order form. If the purchase contract relates to a voucher, delivery will be made by e-mail or post.

3. The customer undertakes to ensure that personal delivery of the goods is possible at the specified delivery address and at the specified delivery time, if applicable.

4. If the delivery of the goods by the S-Chefs employee or commissioned service provider is not possible in person to the customer or the addressee of the specified address, the contract can also be fulfilled by delivery of the goods to a neighboring household or business. If the delivery is made to such a neighbor, you will be notified of this by posting a notification card and/or by e-mail.

5. If neither personal delivery nor delivery to a neighbor is possible or has been carried out by the customer or addressee, the customer shall be in default of acceptance, unless an exception exists in the form of a drop-off authorization or delivery to a parcel store. As the delivery involves perishable goods, no further delivery attempt will be made by the service provider. All additional costs associated with the delay in acceptance shall then be borne by the customer.

6. If S-Chefs or the delivering service provider is granted a storage permit, the contract can also be fulfilled by storing the goods at the location specified by the customer. This drop-off location must be in the area of the delivery address, in a place accessible to the delivering driver. In addition, the handover and thus fulfillment can take place by making the parcel available for collection at a parcel store.

7. The risk of loss and/or damage to the goods shall be transferred to the customer by delivery to a neighbor, authorized drop-off at the specified location or handover to a parcel store. The prerequisite for this is the express authorization of the customer for the type of delivery provided. In this case, any liability of S-Chefs for damages or defects arising thereafter is excluded. In the event of damage, the customer shall be liable for any ambiguities in the specification of the storage location. S-Chefs is under no obligation to check the suitability of the storage location.

8. If the goods have not yet been paid for at the time of handover in accordance with paragraphs 4 to 6, we reserve the right of ownership until the purchase price has been paid in full.

IX. Dates, delivery

1. Delivery shall be made in accordance with the respective separate agreement. The agreed delivery and performance dates are binding, unless S-Chefs is prevented from fulfilling its obligations by the occurrence of unforeseeable, extraordinary circumstances which could not be averted despite reasonable care in the circumstances of the case or by force majeure.

In this case and if the delivery cannot be made within a reasonably extended period, S-Chefs shall be released from its delivery and performance obligations.

As far as S-Chefs is not responsible for non-compliance with the delivery deadline, the customer shall have no claim for damages.

S-Chefs is not responsible for the delay or impossibility of delivery if S-Chefs has been delayed or not supplied by its suppliers (reservation of self-supply).

2. Delivery shall be made to the best of our knowledge and belief on the agreed delivery date to the delivery address specified by the customer.

The customer must inform us of any special features relating to the delivery location, such as construction sites, long distances, stairways, non-functioning elevators, etc., when placing the order.

If S-Chefs, or the supplying service provider, lacks such information or if the circumstances concerning the place of delivery are particularly complex, S-Chefs reserves the right to charge a lump sum for additional expenses.

3. Time delays must be expected with every delivery, which S-Chefs itself, or the delivering service provider, cannot influence despite great care.

Accordingly, details of delivery or performance dates are only to be understood as approximate dates and not fixed dates. Binding delivery or performance dates (fixed dates) must be expressly designated as binding or fixed by all parties.

Any official permits or parking permits that may be required must be obtained by the customer.

4. Delays caused by force majeure, in particular unforeseeable traffic disruptions, shall not be borne by S-Chefs.

In the event of delays for the mentioned reasons, the agreed deadlines shall be postponed by the duration of the hindrance.

5. The risk of loss, damage, reduction and deterioration of the object of performance shall pass to the customer at the latest when the object of delivery is handed over to the customer.

6. S-Chefs, or its executing service provider, may make partial deliveries as far as the partial delivery is due to circumstances of the customer (e.g. due to successive orders) is unavoidable due to local conditions (e.g. narrow access roads), but the complete order is nevertheless placed in good time (as far as the local circumstances were previously known to S-Chefs) or the completeness of the order is established immediately (as far as the local circumstances were previously unknown to S-Chefs), due to the scope of the order, it would only be possible for S-Chefs to make partial deliveries at disproportionate expense, but the order is still completed on time, or otherwise, as far as the partial

deliveries are reasonable for the customer. Partial deliveries are to be accepted by the customer. This shall also apply if, from the customer's point of view, a partial delivery is not reasonable in order to keep the damage as low as possible.

7. If a service provider or subcontractor invokes force majeure against S-Chefs and does not perform the service owed in the subcontractor relationship due to this invocation, S-Chefs shall also be released from its obligation to perform towards the customer, as far as it owes this. S-Chefs will endeavor to provide suitable replacement services.

X. Defects and warranty

1. The customer is urgently requested to check the goods for any damage or breakage immediately upon delivery. In the event of damage or breakage, the customer is entitled to refuse to accept the goods concerned and to return them to the supplier immediately. The customer's right to refuse acceptance must be exercised urgently due to food law requirements! Complaints due to obvious defects must be reported immediately. (in the case of delivery by S-Chefs, if possible on site) after receipt of the service in writing and specified, but at the latest within 24 hours after successful delivery (according to VII) of the order. Otherwise, S-Chefs' performance shall be deemed accepted by the customer. If a best-before date is specified, S-Chefs guarantees the shelf life of the goods until the specified date, provided that the customer can prove that he has complied with the agreed storage conditions and/or those specified on the goods label, in particular compliance with the storage temperature, without interruption from receipt of the goods.

2. In the event of justified defects, S-Chefs is entitled to choose between rectification or subsequent delivery. The type of subsequent performance chosen by the customer can be refused by S-Chefs if this is only possible at disproportionate cost. If the attempt to rectify the defect fails, the customer may, if the defect is only insignificant, reduce the price or withdraw from the contract at his discretion.

S-Chefs shall ensure that the goods to be delivered are transported carefully and in accordance with regulations.

S-Chefs shall not be liable for damage to the goods caused by improper handling after delivery to the customer, for example due to adverse storage temperatures.

3. The warranty does not extend to defects caused by natural wear and tear, moisture, excessive heating, improper handling or improper storage. In the same way, the warranty does not extend to reasonable deviations in shape, dimensions, appearance, consistency, taste and other characteristics of the goods, in particular foodstuffs.

4. The limitation period for customer claims due to a defect shall be limited to one year.

XI. Liability of S-Chefs

1. S-Chefs shall only be liable for damages

- In the event of intent,
- Gross negligence,
- In the event of culpable injury to life, body or health,

- In accordance with the Product Liability Act

- And in compliance with the following provisions:

2. In the event of culpable breach of essential contractual obligations, S-Chefs shall also be liable for slight negligence, in the latter case limited to the foreseeable damage typical for the contract.

Material contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely.

3. Further claims are excluded.

4. The customer is obliged to carefully read the product, consumption and warning notices for the delivered products carefully before use and to observe them. S-Chefs accepts no liability for damage caused by failure to observe the instructions.

XII. Termination by S-Chefs

S-Chefs is entitled to terminate the contractual relationship at any time for good cause. Good cause exists in particular if

- The order jeopardizes smooth business operations and/or the safety of employees can no longer be guaranteed,

- The reputation and safety of S-Chefs is significantly jeopardized,

- In the event of force majeure, provided that the fulfillment of the contract is not only temporarily impeded or impossible,

- If agreed payments on account by the customer are not received on time.

XIII. Liability of the customer

1. In the event of damage, breakage or theft of the equipment/reusable packaging used by S-Chefs, the customer will be fully charged. S-Chefs may require the customer to provide proof of appropriate liability insurance.

2. The duty of care for reusable packaging is incumbent on the customer from the time of acceptance until it is returned.

Any damage, shortages or loss are the responsibility of the customer and will be charged separately by S-Chefs Culinary System GmbH.

XIV. Severability clause

Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof.

The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.

Supplementary order and payment modalities for trade fair deliveries: (in addition to the currently valid GTC)

Conclusion of contract and general obligations of the customer:

The presentation of the products in the online store does not constitute a legally binding offer, but a non-binding online catalog.

Orders or purchase orders of the customer require acceptance by S-Chefs to be legally effective. This can take place within up to 10 working days (Monday to Friday) by express written confirmation or by actual execution of the contract (delivery of the ordered goods). Until the order is accepted in one of the described forms, S-Chefs may refuse acceptance at any time without giving reasons.

There is no entitlement to a specific delivery and collection date.

Requests will be accepted up to a maximum of 10 days before the start of the fair. We ask for your understanding that requests received later by S-Chefs can no longer be considered.

Delivery and scope of delivery:

The customer is not entitled to specific delivery and collection dates.

The order shall be deemed accepted upon acceptance of the order at the exhibition stand. The customer must ensure that a contact person authorized to accept the order is available on site on the agreed delivery date.

After delivery of the goods, the customer is responsible for the cooling and proper storage of the goods. S-Chefs assumes no liability for improper storage of the delivered goods from the time of handover by the customer.

The delivery of the order is generally understood to be without any assembly or clearing at the exhibition stand. The delivery takes place in boxes, trolleys or similar aids. If these aids are not to remain on site, e.g. due to a lack of space at the exhibition stand, the customer must inform the delivery driver immediately upon delivery. S-Chefs reserves the right to generally refuse a further journey or return to the exhibition stand for this reason, or to carry it out in exceptional cases and to invoice this separately as a further journey.

Place of delivery:

The customer must ensure that delivery on site is possible at ground level and that the delivery is accessible. Otherwise, S-Chefs reserves the right to deliver only to the nearest ground-level accessible location at the exhibition stand.

Empties, shortages and breakages:

If a customer makes a daily delivery, the empties will be collected on the day following the last delivery (on the next delivery). However, if only one delivery is agreed for the trade fair period, the

empties will be collected by S-Chefs on the last day of the trade fair. The customer is not entitled to an exact collection date. The customer must ensure that the empties are properly packed, bundled and complete at the agreed collection time. S-Chefs reserves the right to charge the customer for any waiting times, delays or if the dishes are not available. The customer is responsible for checking the completeness of the goods before S-Chefs collects them in bundles. Any missing or broken quantities will only be checked and, if necessary, invoiced after inspection and counting at S-Chefs.

Payment modalities:

All orders placed by S-Chefs GmbH will be invoiced by S-Chefs to the respective customer. The invoice will be sent by e-mail to the specified contact person after the end of the trade fair or the agreed delivery and collection period. The customer is responsible for ensuring that the billing address and e-mail address provided for sending invoices are complete and correct.

All services provided by Messe Düsseldorf are to be considered independent of the services provided by S-Chefs GmbH.

Imprint:

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