

General Terms and Conditions of Business

§ 1 General

(1) Hochzeitsplaner München offers event planning, implementation and follow-up tailored to each customer's specific requirements.

(2) All transactions between the client (the Customer) and Hochzeitsplaner München (the Contractor) shall be governed solely by these "General Terms and Conditions of Business" and by the joint contract. Conflicting terms and conditions of the client shall only be valid if the Contractor expressly recognizes such terms and conditions in writing.

(3) In order to be legally valid, all agreements, including those in the form of collateral agreements, shall require written confirmation by the Contractor; this shall also apply to any revocation of the present clause. No verbal collateral agreements exist. Moreover, any service that deviates, in an individual case, from the text of the contract shall not establish any rights or obligations.

(4) If the Customer is a body of persons, said persons hereby authorize each other to issue and receive declarations of intent connected with the contract. The Contractor must be immediately notified of any changes, etc. in writing.

§ 2 Contract

A contract between the Customer and the Contractor can only materialize if it is established in writing. The contract must individually regulate the object of the order ("event") and the individual services to be provided by the Contractor and the corresponding remuneration. Orders of the client shall be deemed to have been accepted by the Contractor when the order is confirmed.

§ 3 Scope of performance

(1) The scope of performance shall result from the individually prepared planning proposal. Collateral agreements or amendments that alter the scope of the contractual performance shall require written form.

(2) Where these become necessary after the contract is concluded, the Contractor shall immediately notify the Customer of any changes to or deviations in individual services compared with the agreed content. Where the amendments do not affect or only slightly affect the agreed content of the contract, the Customer shall not be entitled to any right of termination on account of such deviations.

The Contractor shall, in consultation with the Customer, be entitled to alter parts of the event proceedings in deviation from the description of services.

(3) After the contract has been concluded, the Customer may extend or change the scope of performance after the contract has entered into effect, subject to 2 months' notice; this shall not be deemed to constitute exercising of the contractual right of rescission.

(4) The Customer shall conclude any contracts with third parties relating to the event's organization directly with said third parties.

§ 4 Additional services

(1) All services that are not expressly stipulated in the present contract shall be deemed additional services; these shall include in particular

- the preparation of additional concepts,
- management of the event on the respective day of the event
- participation by Hochzeitsplaner München in detailed discussions between the Customer and the companies/service providers and in particular services by companies that are not contractually associated with the Contractor and which have been directly commissioned by the Customer.
- additional services must always be agreed separately in writing.

(2) Contractual extensions resulting in accordance with the present contract shall also be deemed additional services.

§ 5 Proprietary right and copyright protection

(1) If, after presenting a proposed plan, the Contractor does not receive an order, the interested party shall not be entitled to use the Contractor's performance either personally or through third parties. Performance as defined by § 5 (1) first sentence of the General Terms and Conditions of Business shall include all specific service providers listed in the proposed plan and ideas and concepts for the respective event that have been developed by Hochzeitsplaner München.

(2) In the event of an order being placed, payment of the fee shall only give the Customer a right of use for the agreed purpose. Without an agreement to the contrary, the Customer may only use the performance himself and only on one occasion for the duration of the contract.

§ 6 Fee

(1) Following an initial meeting, which shall be free of charge and non-binding for the Customer, the Customer shall receive a proposed plan from the Contractor detailing the expected costs. After the contract has been concluded between the Customer and the Contractor, the Contractor shall commence individual planning of the event.

(2) The Contractor shall instruct the third parties commissioned with organizing the event to provide the Customer with copies of invoices that contain services that are connected with the implementation of the present contract. If a third party refuses to send the invoices, the Contractor itself undertakes to send the Customer copies of the invoices that it has received from third parties in connection with the event's organization.

(3) Remuneration shall be deemed to have been approved by the Customer unless a written objection is issued by the Customer within two weeks of receiving the invoice.

(4) The Contractor shall also be entitled to remuneration if the event cannot be held on time or cannot be held at all due to a circumstance for which the Contractor is not responsible.

§ 7 Default

(1) In the event of default in payment, interest shall be charged at 5 percentage points above the base lending rate pursuant to § 247 of the German Civil Code [BGB], unless higher rates of interest can be demanded on other legal grounds.

(2) This shall not rule out the assertion of more far-reaching default damages; this shall not affect the right to assert more extensive claims for compensation.

§ 8 Withdrawal, termination, cancellation of the contract

(1) The Customer shall only have a right of withdrawal in accordance with the provisions of the present General Terms and Conditions of Business. Withdrawal shall be effected in accordance with the statutory provisions pursuant to § 323 of the German Civil Code [BGB]. Any threat concerning termination of the further exchange of performance (e.g. in the event of withdrawal, price diminution, termination for good cause, compensation in lieu of performance) must always include a statement of the reason and must set an appropriate time limit for rectification of the situation (generally two weeks); termination may only be declared within two weeks of said time limit elapsing. The setting of a time limit may be dispensed with in the cases prescribed by law (cf. § 323 (2) of the German Civil Code [BGB] - Withdrawal). The party that is entirely or predominantly responsible for the disruption cannot require the contract to be rescinded.

(2) The Customer may not pronounce ordinary termination of the contract. The Contractor may terminate the contract with four weeks' notice to the end of a month, but not more than 12 weeks before the date of the event. This shall not affect the right to pronounce termination for good cause. For the Contractor, good cause shall in particular exist if the Customer is in default with its obligation to effect a first partial payment.

(3) If ordinary termination has been pronounced by the Contractor, the Contractor's specific claims arising up to the point when the contract ends must be calculated.

(4) Neither the Contractor nor the Customer may terminate the contract if the event is significantly hampered, jeopardized or impaired due to force majeure that could not be foreseen at the time the contract was concluded or due to circumstances which lie outside the Contractor's sphere of influence.

§ 9 Duty of care, liability and compensation

(1) The Contractor undertakes to organize and realize the event in a conscientious manner, to ensure the careful selection and supervision of the service providers and to ensure proper provision of the contractually agreed services in accordance with the due care of a prudent businessman.

(2) The Contractor shall only have statutory or contractual liability towards the Customer in cases of intent. The amount of the liability shall be limited to 50% of the agreed fee.

(3) Beyond this, the Contractor shall be liable in accordance with the statutory provisions if it has culpably infringed a material contractual obligation. In such case liability for compensation shall be limited to the foreseeable, typically occurring damage.

(4) This shall not affect liability for culpable injury to life, body or health.

(5) The Contractor shall not be liable for impairment of performance in connection with services that are merely brokered as external services. Any claims of the Customer against third parties must be asserted by the Customer immediately and directly against said third parties and at the Customer's own expense.

(6) The Customer must assert any complaints in writing within three working days of performance by the Contractor. Complaints may not be asserted in respect of unforeseeable force majeure or circumstances that lie outside the Contractor's sphere of influence. If justified complaints are submitted within the stipulated time, the Customer shall be entitled to compensation. The contracting parties agree that irrespective of the legal grounds on which it is based, any claim for compensation against the Contractor shall be limited to a maximum sum equal to the amount of the agreed fee.

(7) Claims for compensation by the Customer, especially on account of impossibility of performance, positive breach of contract, culpa in contrahendo, defective or incomplete performance or on account of tort shall be excluded unless such claims are based on intent.

§ 10 Counter-rights, transfer of rights, period of limitation

(1) The Customer may only assert rights of retention against claims of the Contractor if they are based on the present contractual relationship and may only offset against receivables that are undisputed or that have been established by law.

(2) Claims of the Customer shall become time-barred six months after they become due, calculated at the latest from the date on which the Customer acquires knowledge of the circumstances justifying the establishment of the claim or from the time when the claim would have had to be asserted on account of a compulsory statutory period of limitation. The parties agree that the period of limitation may be reduced in order to settle any disagreements promptly and swiftly.

§ 11 Data processing

All data supplied by the Customer shall be treated in confidence by the Contractor and shall only be disclosed and forwarded to third parties for the purpose of implementing the present contract and provided such data is necessary for its execution.

§ 12 Invalidity of individual provisions

If individual provisions of these General Terms and Conditions of Business are invalid, this shall not affect the binding nature of the remaining provisions or of the contracts concluded on the basis of such provisions. The invalid provision must be replaced by an effective provision which comes as close as possible to the economic purpose and intent of the invalid provision.

§ 13 Travel expenses

No travel expenses shall be reimbursed to the Contractor.