

Käfer Service GmbH | Messegastronomie
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Function Spaces Catering Order & Contract form ESC 2012

Closing date: 20.07.2012

Company name / Contact person

Meeting room

Street/P.O. Box

E-mail

Fax

Country/Code/City

Phone

Mobile during the ESC

The following order will be valid after confirmation by Käfer Service GmbH | Messegastronomie.

Dear Customer

Please find in the following our assortment of catering packages for coffee breaks, lunches etc. for your planned meetings during the ESC Congress 2012.

To run your order as smooth as possible please mind the following points:

- * For one meeting only one kind of package can be ordered
- * The components of the flats can't be changed
- * Rooms will be ready to use at latest 20 minutes before the beginning of the conference
- * **The following order will be valid after confirmation by Käfer Service GmbH | Messegastronomie**
- * **Please send back the order form not later than 20 July 2012**
- * All named prices are in EURO and exclusive of VAT
- * The final invoice will be charged to your named credit card

With kind regards
Your Käfer Service Team

YOUR ORDER

Conference date	Beginning	End of your conference	Persons
Package	incl.		price per person
<input type="radio"/> Softdrink Flat Rate	Acqua Panna (still water) 0,25 l Orange Juice 0,20 l		6,00 €
<input type="radio"/> Breakfast Flat Rate	Acqua Panna (still water) 0,25 l Orange Juice 0,20 l Coffee Tea, different flavours 1 pc. Buttered pretzel 1 pc. Muffin, different flavours 1 pc. Fruits (apple, banana, nectarine)		13,00 €
<input type="radio"/> Lunch Flat Rate	Acqua Panna (still water) 0,25 l Coca Cola 0,33 l 2 pc. Pain Carré <input type="radio"/> Smoked salmon <input type="radio"/> Salami <input type="radio"/> Emmental cheese & chieves 1 pc. Potato bread sandwich <input type="radio"/> Italian ham <input type="radio"/> Smoked turkey breast <input type="radio"/> Tomato and mozzarella		16,00 €
<input type="radio"/> Afternoon Flat Rate	Acqua Panna (still water) 0,25 l Coca Cola 0,33 l Coffee Tea, different flavours 2 pc. Mini pastries		13,00 €

Service flat

We will charge a service flat of 6,90 € per person. This flat contains china, napkins, table clothes, additional equipment and service staff.

Notice

METHOD OF PAYMENT

After the fair, we will charge the invoiced amount to your credit card and send the invoice to you by mail. We accept AMERICAN EXPRESS, MASTERCARD and VISA.

Please fill in your credit card details below:

- AMEX Card
- MasterCard
- Visa Card

Name of holder

Card number

Card Validation Code / Card Verification Value (3- or 4-digit code)

Valid until

We would be pleased to provide you a detailed quote on demand for your booth catering, booth party or conference catering requirements, complete with the appropriate equipment and accessories. Please contact us by phone on (+49 89) 9 49-2 42 03 or via e-mail at esc.catering@feinkost-kaefer.de.

We have taken note of and accept the General terms and conditions of business stipulated below as a constituent part of this contract.

Place / date

Company stamp and legally binding signature of exhibitor



GENERAL TERMS AND CONDITIONS OF BUSINESS

1. Prices

All prices are quoted in euros and are subject to statutory value-added tax. Should the period between the conclusion of contract and the commencement of the given event exceed 4 months, Käfer Service GmbH reserves the right to change its prices insofar as the other contracting party can be reasonably expected to accept this. Any price adjustment of this kind can only be based on such circumstances as would lead to a reduction in profit for Käfer Service GmbH/Messegastronomie were the prices not to be adjusted (with particular regard to an increase in the consumer price index, in production and labour costs, in purchase prices, etc.).

2. Acceptance of order

All offers are subject to change until such time as the order has been accepted.

3. Number of participants

The customer undertakes to provide Käfer Service GmbH/Messegastronomie with binding written notification of the precise number of participants and the final choice of food and beverages no later than 7 working days prior to the event. These details apply as a guaranteed content of contract and will be given due consideration when the final invoice is issued. Any orders for food, beverages, additional materials, personnel, etc. above and beyond that mentioned above will be charged separately at Käfer Service GmbH's list prices.

4. Complaints

Obvious defects in respect of the goods supplied can only be given due consideration if a complaint is lodged immediately upon receipt or collection of the goods. Complaints lodged later than this can no longer be given due consideration. Any food and beverages ordered incorrectly by the customer cannot be exchanged. Any concealed defects in respect of the goods supplied (perishable food and beverages) must be notified to us immediately upon discovery. Käfer Service GmbH assumes no liability whatsoever for incorrect storage on the part of the customer.

5. Payment

a) In the case of orders with an estimated sales volume in excess of EUR 3,000.00 or for customers with their registered offices based outside Germany, a down payment of 75% of the total costs is due. Should the down payment of 75% of the total costs not have been received by Käfer Service GmbH/Messegastronomie by the day of the event at the latest, Käfer Service GmbH reserves the right to withdraw from the contract. The remaining residual amount is due upon receipt of invoice with immediate effect.

b) Any goods supplied will be invoiced on the last day of the given event and are payable with immediate effect. We charge the amount to your creditcard and send you the invoice and credit card receipt by post. We accept VISA, AMEXCO, EUROCARD and MASTERCARD.

c) We would be pleased to send you invoices for a net amount of and above EUR 3,000.00 by post. We require your credit card details as a guarantee of order. Only in cases where payment is not made will the amount due be charged to your credit card within a period of 14 days of receipt of invoice.

d) Kindly let us have your correct invoice address. A handling fee of EUR 25.00 plus VAT will be raised for the subsequent issuance of an invoice to a corrected invoice address (name and/or address).

e) Moreover, interest will be charged in cases of default on payment.

6. Loss of or damage to rental items

Any items rented are the responsibility of the customer and subject to his due diligence from the time the items are handed over to the time of their return. In the case of any damage or loss for which the customer, the customer's employees or the customer's guests are responsible, the cost of replacement or repair will be charged to the customer. The customer has the option of providing evidence to the effect that no damage has been incurred at all or that the cost of damage is less than the above amounts. In such cases, the customer's reimbursement obligation is limited to the amount proven by him.

7. Retention of title

In the case of all orders placed, Käfer Service GmbH reserves its right of ownership to the goods supplied until such time as the purchase price is paid in full.

8. Cancellation

The contract may only be cancelled for good cause. If the order is cancelled by the customer, the following costs are payable by the latter:

- Cancellation up to 4 months prior to date of order fulfilment 5% of the calculated net revenue
- Between 4 and 3 months prior to date of order fulfilment 10% of the calculated net revenue
- Between 3 and 2 months prior to date of order fulfilment 25% of the calculated net revenue
- Between 2 months and 4 weeks prior to date of order fulfilment 40% of the calculated net revenue
- Between 4 and 2 weeks prior to date of order fulfilment 60% of the calculated net revenue
- Less than 2 weeks prior to date of order fulfilment 85% of the calculated net revenue

9. Written form

Any agreements contrary or in addition to those set out here must be agreed in writing to become effective.

10. Court of jurisdiction and place of fulfilment

The contractual relationship between the parties is subject to German law. If the customer is registered as a commercial trader, Munich is deemed to be the court of jurisdiction and place of fulfilment for both parties. The signature on page 5 is testimony to the acceptance of our General Terms and Conditions of Business as a constituent part of the contract.