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Standard terms and conditions for the supply of goods and services

1. General, application and scope, exclusion of other conditions

1.1
The following standard terms and conditions for the supply of goods and services to Jazzunique GmbH (hereinafter 'T&Cs') apply to all purchase orders for goods or services that Jazzunique GmbH (hereinafter 'Jazzunique') places in the course of business with companies in the sense of section 14 of the German Civil Code (BGB), legal entities under public law or a special fund under public law (hereinafter 'contractor') and as governed by contracts of sale, contracts for work or other agreements.

1.2
The T&Cs of Jazzunique GmbH apply exclusively. Jazzunique does not recognise opposing or deviating conditions of the contractor except in cases where Jazzunique has expressly agreed to their applicability in writing.

1.3
The T&Cs of Jazzunique also apply in cases where Jazzunique accepts delivery of goods or services without reservations and in full knowledge of the contractor's opposing or deviating conditions.

1.4
With the first delivery/order acceptance made in accordance with these T&Cs, the contractor acknowledges their exclusive application to that order and all subsequent orders placed.

2. Contract conclusion (order, order confirmation), scope of contract

2.1
Jazzunique places orders by sending the order form to the contractor. A transmission of this order form by email or facsimile is sufficient to satisfy formal requirements and a written signature is not required.

2.2
The contractual content and conditions stated in the order are binding.

3. Pricing, costs, payment terms, offsetting

3.1
The prices stated in the order form from Jazzunique are understood to be exclusive of VAT at the statutory rate. The price is binding and inclusive of all services and ancillary services of the contractor, as well as all ancillary costs (e.g. proper and correct packing, transportation costs including any carriage or third-party insurance).

3.2
Any travel expenses or costs of board and lodging are borne by the contractor. Any additional costs that may be incurred must be approved by Jazzunique in writing. If this is not done, the contractor has no right to claim payment.

3.3
Invoices must be issued promptly following the shipment of the goods or rendering of the service. Please send the invoice, stating the project number and designated contact at Jazzunique, to:

Jazzunique GmbH
Leipziger Straße 59b
60487 Frankfurt
Deutschland

3.4
Invoices issued by the contractor are payable within 14 days at a 3% discount or 30 days in full. In either case, payment is conditional on receipt of the full performance and an invoice issued in compliance with section 14 b, para. 4 of the German Sales Tax Act (UstG). Payments made by Jazzunique are subject at all times to proper delivery and performance, and also conditional on the accuracy of prices and calculations. Invoice processing and payment can be guaranteed only if the invoice states the order number, project number and designated contact at Jazzunique.

3.5
The contractor may offset only with receivables that are uncontested and recognised as legally binding.

4. Transfer of risk, place of performance, carriage insurance, retention of title

4.1

The risk of conveyance and of accidental destruction is borne in all cases by the contractor until the receipt of the goods at the agreed place of performance. The transfer of risk to Jazzunique occurs without exception on the handover of the consignment to the point of receipt designated by Jazzunique or the person authorised by Jazzunique to take receipt.

4.2

The place of performance is stated in each case on the respective order form.

4.3

In the event of the delivery of dangerous or fragile goods, the supplier shall select an appropriate means of delivery and take out carriage insurance where required, and supply proof of the same to Jazzunique if required to do so.

4.4

On handover of the consignment to Jazzunique, ownership passes directly to Jazzunique. Jazzunique recognises no retention of title.

5. Partial deliveries, short/excess deliveries

Partial or short deliveries do not constitute fulfilment except if Jazzunique has approved these in writing; a simple email is sufficient to give such approval. However: the acceptance of a partial or short delivery does not constitute such an approval. Jazzunique

reserves the right to return excess deliveries at the contractor's expense.

6. Delivery date, delayed deliveries

6.1

The lead times and delivery dates stated in the order form from Jazzunique are binding and are understood to mean delivery to the place of performance. Jazzunique is entitled to refuse any acceptance of goods and services that have not been supplied by the agreed date, and to return the same or store the same at a third party at the contractor's risk and expense.

6.2

As soon as the contractor becomes aware of the possibility of a delay, they shall notify Jazzunique promptly, stating the reasons for the missed deadline and the probable duration of the delay. If the agreed delivery dates are not upheld by the contractor – regardless of the reason for the delay – Jazzunique may, subject to the assertion of further legal claims, choose to revoke the contract and procure a substitute performance from a third party at the contractor's expense and/or demand compensation for losses on grounds of non-performance. Jazzunique is not obliged to set a grace period with a formal warning of rejection. The contractor shall reimburse Jazzunique for all additional costs incurred by delayed delivery or performance.

7. Liability, warranty

7.1

The contractor's warranty obligations are based on statutory provisions unless other obligations result from the following terms and conditions.

7.2

In the event of the contractor breaching a duty as specified by the present contractual relationship, the contractor is liable to Jazzunique for all losses and disadvantages thereby suffered by Jazzunique.

7.3

The contractor indemnifies Jazzunique against all third-party claims asserted due to defects, the infringement of third-party property rights or product damage affecting their delivery/performance, proportionate to the contractor's culpability.

7.4

The contractor shall insure the risk associated with their activities appropriately and take out product liability insurance as required. The contractor shall furnish proof of the respective insurance policy at Jazzunique's request.

7.5

In the event of a defective delivery or performance, the contractor shall, at Jazzunique's behest, provide a substitute at no charge, offer a price reduction in accordance with statutory provisions concerning price reductions or resolve the deficiency at no charge. In urgent cases, Jazzunique is, after consulting with the contractor, entitled to resolve the deficiency internally or by employing a third party to do so or by otherwise

procuring a substitute; all costs of such remedies are borne by the contractor. The same applies if the contractor fails to ensure the timely fulfilment of their warranty obligations.

7.6

The contractor's liability for substitute deliveries and remediation work is the same as for the deliverable, i.e. also extends to the costs of transportation, tolls or labour with no restrictions to the same.

7.7

The contractor is further liable in terms of statutory provisions on tortious acts and the German Product Liability Act. The contractor shall take out appropriate insurance versus claims asserted against them on the grounds of product liability law and furnish proof of this insurance at Jazzunique's request.

8. Buyer's duty to give notice of defects

8.1

The duty to perform inspection and report defects incumbent on Jazzunique is based on BGB section 377, with the modification that the duty of inspection is limited to such defects identifiable on receipt of the goods by an external inspection and random sampling of the deliverable.

8.2

Furthermore, the principle that each inspection of this kind must be possible and proportionate in terms of proper and correct business procedure is also applied.

8.3

In all cases, a notice of defects on the part of Jazzunique, even in the event of latent defects, is considered prompt and appropriate if received within a period of two weeks following discovery of the defect; the notice may be sent by email or fax.

9. Food deliveries, catering

9.1

If the deliverables are food products, such as requested by a catering order, for example, the contractor shall ensure that they are in full compliance with all provisions of food hygiene law. The contractor shall also take steps to ensure that the food products to be delivered are transported with due care and in accordance with regulations.

9.2

In the interests of quality and in consideration of the provisions of the German Food Hygiene Ordinance, a buffet must be prepared no later than 3 hours in advance. The contractor shall ensure that all buffet goods requiring refrigeration are stored on ice or cold packs during this time. If the buffet order is required for a contiguous period exceeding 3 hours, then the parties agree that staggered deliveries will be made at separate points in time.

9.3

The contractor shall ensure that the premises provided for the catering service are returned to Jazzunique in perfect condition following the event.

10. Usage rights, third-party property rights

10.1

Unless otherwise agreed on a case-by-case basis, the contractor's delivery of a work protected by copyright to Jazzunique also includes a free, non-exclusive and transferable usage right to the work that is valid for all types of usage.

10.2

The contractor shall take steps to ensure that there is no impediment to the intended use of the goods supplied or service rendered from third-party rights and that property rights in particular are not infringed. If claims are nonetheless asserted against Jazzunique due to a potential infringement of third-party rights, such as copyright, patents or other property rights, the contractor shall indemnify Jazzunique against all such claims and any other performance related to the same.

11. Vis major, revocation

Jazzunique is entitled to revoke the contract in the event of strikes, lockouts, service disruptions, regulatory orders and other circumstances for which Jazzunique is not answerable and as a consequence of which Jazzunique has a reduced need or no need at all for the ordered goods/services. The contractor is not entitled to claim for compensation in such cases.

12. Duty of confidentiality, non-compete clause

12.1

All documents and materials provided to the contractor by Jazzunique in the context of fulfilling the order, including drawings, sketches, conceptual work and

samples, remain the sole property of Jazzunique. The contractor shall refrain from sharing such documents with third parties and shall use the documents solely for the purpose of order fulfilment. The same applies to technical data and personal data. Following the completion of the order, the documents must be returned to Jazzunique and confidentiality must be maintained concerning the order placement.

12.2

The contractor is prohibited from seeking to establish business relations with a customer of Jazzunique and attempting to acquire this customer for themselves.

12.3

The contractor may use the company logo of Jazzunique or Jazzunique's customers only after obtaining written permission from Jazzunique to do so. Permission is likewise to be obtained before using any work – e.g. photos, film clips, sketches, etc. – arising from the contractor's business relationship with Jazzunique, even if only for the contractor's own marketing or other internal purposes.

13. Social responsibility

Jazzunique expects the contractor to uphold basic rights and human rights, and to ensure that the contractor's own business partners likewise uphold basic rights and human rights. Jazzunique further expects the contractor to observe and uphold all applicable national and international laws, regulations and standards. Jazzunique expects the contractor to ensure fair working conditions, and to respect the rights of their employees, especially in terms of occupational safety, working hour arrangements and health, and to

ensure the absence of discrimination on account of skin colour, race, nationality, social background, any degree of disability, sexual orientation, political or religious convictions, gender or age. Jazzunique considers compliance with the abovementioned standards to be a fundamental contractual obligation on the part of the contractor.

14. Contract language, applicable law, place of jurisdiction

14.1

The contract language is German. The contract is subject to the law of the Federal Republic of Germany with the exclusion of UN CISG.

14.2

The place of jurisdiction for all disputes arising from the present contractual relationship is Frankfurt am Main, Germany, insofar as the parties are merchants or legal persons under public law. Jazzunique also reserves the right to take legal action against the contractor at the latter's place of residence or registered place of business.

15. Written form requirement, severability clause

15.1

Changes and amendments to these provisions must be made in writing. This also applies to changes to the written form requirement itself.

15.2

Should one of the above agreed clauses prove to be invalid, whether in whole or in part, this does not affect the validity of the remaining provisions of these T&Cs.

The parties agree that an invalid clause of this kind is to be replaced by a valid clause that most nearly approximates the sense and purpose of the invalid clause.

Frankfurt am Main

Status: January 2019