



**STORYKITCHEN**  
agentur für kulinarik & lebensstil

## General terms and conditions

storykitchen. agency for fine food & living

### § 1 General

(1) The general terms and conditions apply to all offers and contracts pertaining to shipments and services of storykitchen and its consultants. storykitchen renders its services exclusively under these general terms and conditions in their respective version effective at the time of the conclusion of the contract. Deviating terms and conditions or other contract conditions of the customer are not recognized for the entire business relationship unless storykitchen expressly accepts their validity in written form.

(2) Deviations from the terms and conditions require the written confirmation of storykitchen in order to be valid. Consultants are not authorized to make verbal changes to the general terms and conditions. In no case does a tacit or implicit approval by consultants working for storykitchen apply as recognition or approval to changes of these general terms and conditions.

(3) storykitchen shall not be obliged to verify the lawfulness of content, material supplied by the customer for the performance of the assignment or any other customer instructions. In this respect the customer is solely responsible for the admissibility and exemption from third party rights of said content, material or instructions, in particular with regard to copyright, competitive and criminal law. However storykitchen reserves the right to reject obviously unlawful content, material or instructions.

(4) storykitchen reserves the right to amend the general terms and conditions at any time and without prior notice, should the amendment of a provision be necessary due to circumstances, which storykitchen had not foreseen, authorised or over which storykitchen has no influence and through which a significant imbalance in the contract is caused. Said circumstance may be, for instance, a change in the law, Supreme Court jurisdiction or market circumstances etc. Every customer shall immediately be notified and advised of any amendments to the general terms and conditions, at the latest however one month before they come into effect. If the customer does not object to the amended conditions within six weeks of their receipt they shall be deemed to be accepted. This is expressly stated in the notification. In the case of an objection being lodged storykitchen shall be entitled to avail itself of a special right of notice.

### § 2 Offers & contract period

(1) All project and retainer contracts between storykitchen and the customer are service contracts and are limited to the duration of the respective project – beginning with the signing of the offer or contract. All project contracts are to be cancelled within eight weeks upon ending of the project contract by letter. All retainer contracts are to be cancelled within ten weeks upon ending of the calendar year by letter. Retainer contracts are automatically extended if it is not cancelled on time.

(2) storykitchen offers are non-binding and subject to change. The legal effectiveness of all declarations of acceptance and orders shall be subject to storykitchen's written or telex confirmation.

(3) Material statements and notices that are delivered by the customer after conclusion of the contract require written confirmation in order to be valid.

(4) If the payment for the service of storykitchen is due, it will invoice the contractor in writing on the 15th of each month. Invoicing has an OOP (Office Operating Fee) of 10% on the fee. The Artists' Social Welfare Fund contributions are shown on the invoices, charged to the customer and paid by storykitchen to the KSK (Künstlersozialkasse) in accordance with the current KSK guidelines, the relevant artistic third-party and third-party services used for the customer.

All third-party costs will be charged with an AE of 20% included.

The agreed fee shall be payable immediately after receipt of the invoice. After expiration of the above-stated payment deadline, the customer shall be considered to be in arrears with the payment. A reminder of payment is not required in this respect.

(5) For late payment by the customer, and after request and provision of a grace period of 20 days, storykitchen is authorized to cancel further agreed contracts with the customer.

(6) In the scope of the legal claims for damage and reimbursement of expenses, the customer shall be obliged to pay a lump-sum compensation to storykitchen for withdrawal from the contract or an otherwise premature termination of the contract by the customer. Within the first ten days after completion of the contract, this compensation amounts to 25% (25 of 100), thereafter 90% (90 of 100) of the agreed total fee. storykitchen reserves the right to claim higher damages in individual cases. The customer shall be entitled to furnish proof of lesser costs. If the project commissioned by the customer has already been completed to the latter's specifications at the time of premature cancellation of contract, the full agreed fee shall be due.

In cases, in which storykitchen withdraws from the contract that are not due to the customer's breach of contract, or in cases, in which storykitchen's own breach of contract leads to the customer cancelling the contract prematurely, storykitchen shall not be entitled to remuneration insofar as storykitchen's services to date are of no interest to the customer due to cancellation.

(7) The customer shall only be entitled to a right of set-off in the event that their counterclaims are legally recognised by a court of law or are undisputed or acknowledged in writing by storykitchen.

(8) The customer shall only be entitled to exercise a right of retention insofar as the claims arise from the same contractual relationship.

### **§ 3 Liability**

(1) Claims by the customer for damages are excluded. Excluded hereof are customer claims for damages arising out of death, injury to body or health or out of breach of essential contract obligations (cardinal obligations) as well as liability for other damages that are based on a deliberate or grossly negligent violation of obligations of storykitchen, its legal representative or auxiliary persons. Essential contract obligations are those that are required for the attainment of the objective of the contract.

(2) As far as a breach of essential contract obligations were caused within the scope of simple negligence, storykitchen is only liable for the direct losses foreseeable and typical for this type of contract; unless the claims for damages by the customer are those arising out of death, injury to body or health.

(3) The restrictions of the paragraphs 1 and 2 also apply in favor of the legal representatives and auxiliary persons of the storykitchen, if claims are filed against them.

(4) Any claims by the customer within the scope of the Product Liability Act remain unaffected.

### **§ 4 Rights**

(1) storykitchen alone is entitled to all rights to strategies, catalogs of countermeasures and texts that are created by storykitchen and these may not be otherwise used or implemented without express written permission.

(2) The logo made available by the customer for purposes of consulting can be used by storykitchen for purposes of its own PR on the website and in agency presentations.

### **§ 5 Privacy policy**

(1) storykitchen collects data about the customer during the execution and implementation of the contract. The data made available by the customer is stored electronically by storykitchen during the

duration of the contractual relationship. In the process, storykitchen adheres to the legal requirements, in particular, the Federal Data Protection Act.

(2) Without consent of the customer, storykitchen will only collect, edit or use customer data where it is necessary for the execution and implementation of the contract.

(3) The customer grants their consent through completion of the contract that storykitchen may use, as needed, the data made available by the customer for purposes of consulting, its own PR, and for the creation of the services offered by storykitchen according to the customer's needs.

(4) By request, storykitchen will fully inform the customer at any time about their data stored by storykitchen.

## **§ 6 Final provisions**

(1) Should individual parts of the contract or the general terms and conditions have no legal force, completely or partially, this shall not affect the validity of the remaining conditions and the validity of legal transactions agreed to under the foundation of these conditions. Conditions or parts thereof that have no legal force are to be interpreted or amended so that the legally valid consequence which most likely complies with the originally intended business purpose of the invalid agreement is considered as agreed upon.

(2) If the customer is a merchant in the sense of the German Commercial Code, body corporate organized under public law or special fund under public law, the court of jurisdiction is Munich for all disputes arising from the contractual relationship. However storykitchen shall also be entitled to file suit at the customer's place of general jurisdiction.