

General Terms and Conditions (GTC) of C&R Blaschke GmbH

1. Subject Matter and Scope

These General Terms and Conditions – hereinafter referred to as "GTC" – apply to all legal transactions between C&R Blaschke GmbH, Maxglaner Hauptstraße 34, 5020 Salzburg (hereinafter "Caterer") and the respective contractual partner (hereinafter "Client") that involve the provision of catering services in the broadest sense (e.g. company events, live cooking, opening ceremonies, presentations, Christmas parties, trade fairs, weddings, etc.).

2. Contractual Basis and Conflicting Terms

2.1 All contracts are concluded solely on the basis of these GTC.

2.2 Conflicting or supplementary terms and conditions of the Client shall not form part of the contract, even if known to the Caterer, unless their validity is expressly confirmed in writing.

3. Severability Clause

Should individual provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. Such a provision shall be replaced by one that most closely reflects the intended economic purpose.

4. Conclusion of Contract

4.1 All offers made by the Caterer are non-binding and subject to change.

4.2 A contract shall only come into effect once the Caterer confirms the order in writing by email.

4.3 Changes or additions must be made in writing. Oral agreements are not legally binding.

5. Scope of Services and Changes

5.1 The Caterer reserves the right to replace the offered food, beverages or equipment with equivalent or higher-quality items if the originally agreed services are not available or do not meet the required standards.

5.2 The Caterer reserves the right to charge an additional fee of up to 10% of the contract amount in the event of unforeseeable additional work (e.g. difficult delivery access, non-barrier-free access, force majeure).

6. Delivery, Risk Transfer and Fulfilment

6.1 Delivery shall take place at the location and time specified by the Client. The place of fulfilment is always the Client's event location.

6.2 Risk passes to the Client upon handover to the transport provider.

6.3 If delivery is hindered through the fault of a third party, the Caterer undertakes to assign any compensation claims against the third party to the Client upon request.

6.4 Refusal to accept delivery is only permitted if the delivered goods deviate significantly in quality or quantity and correction is impossible or unreasonable.

7. Inspection Obligation and Complaints

7.1 The Client is obliged to inspect the delivered food and services immediately upon delivery.

7.2 Any defects must be reported immediately to the responsible person on-site (e.g. catering manager).

7.3 A price reduction or withdrawal from the contract due to a defect will only be accepted if the defect is significant, cannot be rectified, and was reported immediately. This also applies to staff provided by the Caterer.

8. Event Venue

8.1 The Caterer accepts no responsibility for the condition or suitability of the event venue, especially with regard to space, power supply, or required official permits.

8.2 If the services cannot be provided due to the nature of the location, the service shall still be deemed rendered. Additional costs incurred as a result shall be borne by the Client.

9. Number of Participants and Price Adjustments

9.1 The confirmed number of participants must be submitted in writing at least 14 days prior to the event.

9.2 A reduction of up to 20% will not affect pricing. If reduced by more than 20%, the Caterer reserves the right to charge 80% of the originally agreed sum.

9.3 The Caterer may charge up to 10% extra in the event of unexpected on-site effort or consumption.

10. Prices and Payment Terms

10.1 All prices are net and exclusive of VAT.

10.2 Payments are due as follows:

- 10% upon order confirmation
- 50% no later than 30 days before the event
- Remaining 40% within 14 days after invoicing

10.3 For international or first-time Clients: 100% advance payment is required 30 days prior to the event. No early payment discount (Skonto) will be granted.

11. Cancellation Terms

11.1 Cancellations must be made in writing. The following cancellation fees apply:

- Up to 180 days before the event: free of charge
- 179–90 days: 50% of the order value
- 89–30 days: 75%
- Less than 30 days: 100%

11.2 Any costs already incurred (e.g. planning, procurement, staff reservations) must be reimbursed by the Client.

12. Force Majeure and Exclusion of Liability

12.1 The Caterer shall not be liable for delays or failures due to force majeure (e.g. traffic, weather, illness, official orders). No claims for compensation or cancellation arise in such cases.

12.2 Liability of the Caterer is limited – insofar as legally permissible – to intent and gross negligence.

13. Jurisdiction and Applicable Law

13.1 Austrian law shall apply exclusively. Jurisdiction is Salzburg.

14. Final Provisions

14.1 The current version of these GTC is available at any time at www.die-ess-klasse.at/agb