

General Terms and Conditions of Wassermann & Company AG

Additional Conditions for the FOOD CARD

The Food Card is a card issued by Wassermann & Company AG ("Card Issuer") for cashless payments to all of the company's own food tasting stands. The Food Card is distributed on behalf and for the account of Wassermann & Company AG. These General Terms and Conditions apply to the use of the card in the relationship between the Card Issuer and the respective Cardholder.

§ 1 Contractual relationships

(1) Upon acquisition of the Food Card, a contract is concluded between the Card Issuer and the Cardholder regarding the use of the Food Card as a payment card in accordance with the following terms and conditions.

(2) If the Cardholder makes use of the services of the connected acceptance points, these will establish a separate contractual relationship between Cardholder and the connected acceptance points.

§ 2 Acquisition

(1) The Food Card may be obtained from the point designated by the Card Issuer or online from the following website:

www.wassermann-company.ch/foodcard

(2) Any forwarding of the Food Card will occur at the Cardholder's costs and risk notwithstanding as per § 7

(3) The Food Card exists as a pay-later card (max. CHF 5,000).

(4) The Card Issuer will retain ownership of the Food Card.

§ 3 Validity

The Food Card may be used for the payment at the connected acceptance points as from its acquisition on all event days of the payment-relevant events. The card will expire subsequently.

§ 4 Scope of service

The Cardholder's obligatory services to Wassermann & Company AG will be increased upon each payment transaction with the pay-later card. The accumulated invoice amount will be summarised in a total invoice and sent to the Cardholder by no later than 14 days after the payment-relevant event. After receipt of the invoice by the Cardholder, he/she will have a period of 14 days to settle their debt. Upon the expiry of the payment period, the customer will automatically be in default without any notice and will owe default interest in the amount of 5 % p.a. Wasserman & Company AG reserves the right to assert further damage caused by delay (including dunning and debt collection charges).

§ 5 Complaints and assertion of objections

(1) The customer's complaints due to defects in the services made available by Wassermann & Company AG must be notified locally to the outlet manager without undue delay. Later complaints may not be taken into account.

(2) Complaints regarding the Food Card may be sent to the following E-mail address: sales@wassermann-company.ch

§ 6 Due diligence requirements, loss and misuse

(1) The Cardholder must keep the Food Card safely with the required care and protect it against abusive use.

(2) The risk of theft, loss or misuse is borne by the Cardholder. The Card Owner's entitlement will not be checked by the acceptance points and the Card Issuer.



(3) If elements of an offence relevant under criminal or civil law exist, the Card Issuer reserves the right to file a criminal charge or to assert claims under civil law.

§ 7 Responsibility, liability

(1) The Cardholder is liable for all liabilities from the use of the Food Card.

(2) Damage that arises as a result of theft, loss or abusive use of the Food Card must be borne by the Cardholder (see §6 (2))

(3) The Card Issuer assumes no guarantee for the quality and condition of the services paid for with the Food Card provided by the connected acceptance points.

(4) The Card Issuer is not liable if an acceptance point does not accept the card as a means of payment or if the card cannot be used as a result of a technical defect or for other reasons.

(5) In addition, the Card Manufacturer is not liable for i) slight negligence ii) indirect damage, consequential damage and direct damage, iii) lost profit and unrealised savings, as well as iv) acts and omissions by the Card Issuer's auxiliaries, regardless of whether this is contractual or non-contractual.

(6) This will not affect the Card Issuer's liability in the event of damage caused intentionally or with gross negligence, as well as damage from injury to life, limb or health, in the event of fraudulent concealment of defects, in the event of the assumption of a warranty of condition as well as liability under the Swiss Product Liability Act [*Produkthaftungsgesetz*].

(7) If the Card Issuer's liability is excluded or limited, this also applies for the personal liability of the Card Issuer's employees, representatives and other auxiliaries.

§ 8 Data protection

(1) The Card Issuer acts in accordance with the applicable statutory data protection provisions.

§ 9 Applicable law, legal venue

(1) These General Terms and Conditions are subject to Swiss substantive law. The exclusive legal venue for claims from or in connection with these General Terms and Conditions is the Card Issuer's registered office (Basel, Switzerland). This is at the same time also the place of fulfilment as well as the place of performance for debt enforcement for Cardholders domiciled or with a registered office abroad.

(2) Mandatory legal jurisdiction and mandatory application of a different law may apply.

Basel, 3rd July 2019