

## 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 at the Basel and Zürich trade fairs. 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 the Cardholder and the connected acceptance points.

#### § 2 Acquisition

(1) The Food Card may be obtained from the points within the Basel and Zürich trade fairs designated by the Card Issuer or online from the following website: [www.wassermann-company.ch/foodcard](http://www.wassermann-company.ch/foodcard).

(2) For online orders, the Food Card must be collected from the Card Issuer at the designated points within the Basel and Zürich trade fairs.

(3) The Food Card exists exclusively as a pay-later card (purchase limit per card CHF 1,000).

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

#### § 3 Duration of 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 trade fair. The card will expire after conclusion of the respective event.

#### § 4 Securing the claims

(1) The Card Issuer is entitled to request valid credit card data to secure all claims.

(2) When collecting the Food Card (online orders) or issuing the Food Card locally, the credit card data is entered and saved on the payment service provider's secure platform. The Card Issuer himself does not save any credit card data.

#### § 5 Payment

(1) The Cardholder's obligatory services to the Card Issuer will be increased upon each payment transaction with the card.

(2) After the end of the event, the Card Issuer debits the services used to the deposited credit card within 14 days. Following debiting, the Cardholder receives a VAT-compliant receipt for the withdrawals and the debit. If the credit card is not covered or not covered in-full, the balance will be invoiced with a payment deadline of 14 days after the receipt is sent.

(3) If any outstanding amounts remain unpaid, the Card Issuer will always initiate the dunning and collection procedure. The costs for this are borne by the Cardholder.

### **§ 6 Complaints and assertion of objections**

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

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

### **§ 7 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.

### **§ 8 Responsibility, liability**

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

(2) Damages which arise as a result of theft, loss or abusive use of the Food Card must be borne by the Cardholder (see §7 (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 Issuer 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 to the personal liability of the Card Issuer's employees, representatives and other auxiliaries.

### **§ 9 Data protection**

The Card Issuer acts in accordance with the applicable statutory data protection provisions. The Card Issuer himself does not save any credit card data.

### **§ 10 Applicable law, legal venue**

(1) These General Terms and Conditions are subject to Swiss substantive law whilst excluding the conflict-of-law rules under private international 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, 08.12.2021