

ΨASSERMANN

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General Business Terms and Conditions of Wassermann & Company AG

1. Area of application

These General Business Terms and Conditions (GTCs) apply to all offers and services provided between Wassermann & Company AG (WASSERMANN) and the Customer for events and catering. They are deemed to have been agreed as soon as reference to their existence is made within the scope of the conclusion of a contract and the Customer has had the opportunity to acknowledge them. Conflicting or additional conditions by the Customer are contradicted and only apply if WASSERMANN expressly approves them in writing in whole or in part.

2. Offers and prices

Prices offered are net prices and exclude the relevant statutory value-added tax (currently 7.7 %). CHE-101.858.434 VAT.

3. Conclusion and content of contracts

3.1 The contract is concluded once the Customer has signed and returned WASSERMANN's event agreement. Changes by the Customer require WASSERMANN's express approval, whereby this can be granted electronically (via E-mail). Verbal collateral agreements or subsequent changes/supplements to a contract are only binding if WASSERMANN has confirmed them in writing (at least via E-mail).

3.2 If the Customer is an agent or organiser acting on behalf of a third party (**Client**), the agent and Customer shall be jointly and severally liable for

the fulfilment of the obligations arising from the contract. By signing WASSERMANN's offer, the agent/organiser declares that he/she has been authorised by the relevant Customer. WASSERMANN's contractual partner and customer, and thus recipient of the invoice, is the agent/organiser.

3.3 All offers from WASSERMANN are non-binding until they have been accepted.

4. Scope of services and changes

4.1 WASSERMANN reserves the right to carry out changes to the menu composition in the event that parts of the menu have to be replaced by other equivalent food and/or beverages for a reason for which WASSERMANN is not responsible. WASSERMANN will endeavour to notify the Customer in good time and ensure that – to a reasonable degree – the character of the replacement product comes as close as possible to the replaced product.

4.2 The scope of services stated by the Customer and confirmed by the Customer's signature serves as the basis for the invoice. Any increase in the scope of services and beverage sales are invoiced on the basis of WASSERMANN's standard event prices according to actual consumption.

4.3 Reduction of the number of persons registered is possible as subject to item 4.4 up to 14 days prior to the event. Reductions which are notified later can no longer be taken into consideration and the number of persons notified prior to expiry of the above-named deadlines shall be valid as a calculation basis.



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4.4 If the customer notifies a reduction of the number of persons exceeding 10% according to item 4.3., WASSERMANN reserves the right to recalculate.

4.5 For events that exceed the agreed timeframe, WASSERMANN charges a service surcharge per employee based on the hourly wage of the relevant employee assigned.

5. Withdrawal

5.1 As far as this has not been agreed differently in the contract and subject to Clause 5.2, the Customer is entitled to withdraw from the contract up to 4 weeks prior to the agreed date. If the Customer declares the withdrawal

- earlier than 4 weeks prior to the agreed date, this is free of charge;
- between 4 weeks and 14 days prior to the agreed date, WASSERMANN is entitled to charge cancellation fees amounting to 30% of the contract amount, unless the Customer can prove that WASSERMANN's damage is less;
- between 13 and 7 days prior to the agreed date, WASSERMANN is entitled to charge cancellation fees amounting to 50 % of the contract amount, unless the Customer can prove that WASSERMANN's damage is less;
- between 6 and 0 days prior to the agreed date, WASSERMANN is entitled to charge cancellation fees amounting to 90 % of the contract amount, unless the Customer can prove that WASSERMANN's damage is less.

5.2 Irrespective of the aforementioned regulation, WASSERMANN can charge the Customer for goods, materials and personnel services that have been especially procured for the relevant event and which WASSERMANN cannot use elsewhere.

5.3 If the Customer does not exercise his right to withdraw, the contract remains effective with the consequence that the Customer is responsible to pay the agreed counter-performance even if he does not utilise the ordered deliveries and services. The counter-performance also includes a reasonable compensation for loss of revenue from the sale of food and drink.

6. Defects

The Customer must notify WASSERMANN immediately of any complaints regarding defects or quantity deviations in connection with the facilities and services provided by WASSERMANN. Later reclamations cannot be considered. The Customer grants WASSERMANN the right to remedy within a reasonable deadline.

7. Customer's obligations

7.1 The provision of food and drink as well as other services on the part of the Customer, which are normally part of the performance of a full-service-caterer, is only permissible after special written agreement. WASSERMANN can make its approval dependent on a reasonable contribution by the Customer to cover any overheads.

7.2 The Customer is responsible for making sure that packaging, advertising material, items brought to the event are collected and/or disposed of. In the event of non-compliance, WASSERMANN is entitled to charge the Customer the disposal costs.



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8. Remuneration and payment terms

8.1 Once the Customer has accepted the offer, WASSERMANN reserves the right to demand an advance payment of 50% of the contract amount. If WASSERMANN exercises this right, the advance payment must be settled no later than 7 days from invoice date.

8.2 WASSERMANN will issue the (final) invoice after the event. The invoice amount is due for payment without any deductions within 14 days from receipt.

8.3 Once Customers from foreign countries have accepted the offer, WASSERMANN reserves the right to demand an advance payment of 100% of the contract amount. If WASSERMANN exercises this right, the advance payment must be settled no later than 7 days from invoice date.

8.4 Upon expiry of the payment period, the Customer automatically defaults without notice and is subject to late payment interest in the amount of 5% p.a. We reserve the right to assert further damages due to delay (including expenses for reminders and collection costs).

9. Liability

9.1 The Customer is liable for any damage to items belonging to WASSERMANN, or items brought in by WASSERMANN, where such damage is culpably caused by event participants and/or visitors, employees or other third parties associated with the Customer or by the Customer himself.

9.2 WASSERMANN can demand the provision of appropriate securities (e.g. insurance, securities, guarantees).

9.3 WASSERMANN is only liable for damage incurred by the Customer for breaches of duty relating to other legal interests – except life, limb or health in as far as legally permissible – if such damage is the result of gross negligence or intent. If the damage occurs as a result of a breach of significant contractual obligations WASSERMANN is also liable in the case of simple negligence.

9.4 If a Customer removes any non-consumed food/drink after the event at his own request, WASSERMANN does not assume any liability for damage caused by improper storage, transport, hygienic treatment or other incorrect handling and/or delayed consumption.

10. Naming the customer and the event

The Customer hereby agrees that WASSERMANN may make use of an event and pictures of it for reference purposes after implementing an event. WASSERMANN is in particular entitled to name the customer and the event, its size and the services provided by WASSERMANN to third parties and to use the customer's or event's logo on its website, in social media channels (Facebook, LinkedIn, etc.) as well as in WASSERMANN's marketing documents.

11. Data protection

The Customer acknowledges that WASSERMANN processes the Customer's personal data within the context of the conclusion and processing of the events and catering hospitality. Customer data is treated with care by WASSERMANN and protected against access by unauthorized third parties. The Customer can veto the processing of his data for marketing purposes by notification to catering@wassermann-company.ch.



12. Final provisions

12.1 All legal relationships between WASSERMANN and the customer are governed by substantive Swiss law (excluding the conflict of laws and the Vienna Sales Convention). The exclusive place of jurisdiction is Basle, Switzerland. However, WASSERMANN is also free to bring proceedings at the (legally) responsible court at the Customer's place of abode / seat.

12.2 The Customer may only set off claims by WASSERMANN against undisputed or legally determined counter-claims or in this respect assert a right of retention.

12.3 Should individual provisions of these GTCs be or become ineffective or void, this shall not affect the validity of the other provisions of this contract. Instead of the ineffective provision or to complete a gap, a legally permissible ruling must be found which comes as close as possible to the original intent and purpose of the provision in question.

Basel, Decembre 08, 2020