

## **General Business Terms and Conditions of Wassermann & Company AG**

### **1. Area of application**

These General Business Terms and Conditions apply to services provided by Wassermann & Company AG (hereafter "FWCO") for events and catering. Conflicting or additional conditions by the Customer are contradicted and only apply if FWCO 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 8%).  
CHE-101.858.434 VAT.

### **3. Conclusion and content of contracts**

3.1 The contract is concluded once the Customer has signed and returned FWCO's event agreement. Changes by the Customer require FWCO's express approval. Verbal collateral agreements or subsequent changes/supplements to a contract are only binding if FWCO has confirmed them in writing.

3.2 If the Customer is an agent or organiser acting on behalf of a third party ("Customer"), the latter shall both be jointly and severally liable for the fulfilment of the obligations arising from the contract. By signing FWCO's offer, the agent/organiser declares that he/she has been authorised by the relevant Customer. FWCO's contractual partner and customer, and thus recipient of the invoice, is first and foremost the agent/organiser

All offers are non-binding until the order has been accepted.

### **4. Scope of services and changes**

4.1 FWCO 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 FWCO is not responsible. FWCO 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 FWCO's standard event prices according to actual consumption.

4.3 If the Customer notifies a reduction in the number of persons exceeding 10%

- ✓ 14 days before the booked date for events with more than 30 persons, or
- ✓ 7 days before the booked date for events with up to 30 persons,

FWCO is entitled to charge the Customer the damages resulting from the reduced number of persons. FWCO is entitled to demand the full agreed counter-performance should the number of persons be reduced at a later stage.

4.4 For events that exceed the agreed timeframe, FWCO 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 been expressly agreed in the contract, the Customer is entitled to withdraw from the contract up to 14 days 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, FWCO is entitled to charge cancellation fees amounting to 30% of the contract amount, unless the Customer can prove that FWCO's damage is less;
- ✓ between 13 and 7 days prior to the agreed date, FWCO is entitled to charge cancellation fees amounting to 50 % of the contract amount, unless the Customer can prove that FWCO's damage is less;
- ✓ between 6 and 0 days prior to the agreed date, FWCO is entitled to charge cancellation fees amounting to 90 % of the contract amount, unless the Customer can prove that FWCO's damage is less.

5.2 Irrespective of the aforementioned regulation, FWCO can charge the Customer for goods, materials and personnel services that have been especially procured for the relevant event and which FWCO 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 FWCO immediately of any complaints regarding defects or quantity deviations in connection with the facilities and services provided by FWCO. Later reclamations cannot be considered. The Customer grants FWCO the right to remedy within a reasonable deadline.

## **7. Customer's obligations**

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. FWCO can make its approval dependent on a reasonable contribution by the Customer to cover any overheads.

7.1 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, FWCO is entitled to charge the Customer the disposal costs.

## **8. Remuneration and payment terms**

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

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

## **9. Liability**

9.1 The Customer is liable for any damage to items belonging to FWCO, or items brought in by FWCO, 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 FWCO can demand the provision of appropriate securities (e.g. insurance, securities, guarantees).

9.3 FWCO is only liable for damage incurred by the Customer for breaches of duty relating to other legal interests – except life, limb or health – only 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, FWCO 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, FWCO does not assume any liability for damage caused by improper storage, transport, hygienic treatment or other incorrect handling and/or delayed consumption.

## **10. Final provisions**

10.1 Place of jurisdiction is Basle, Switzerland.

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

10.3 Should individual provisions of this contract be or become ineffective or void, this shall not affect the validity of the other provisions of this contract.

10.4 The parties undertake to replace any ineffective or void provisions by new provisions which come closest to the economic regulatory content of the ineffective or void provision in a legally permissible manner. The same applies if a lacuna should become evident in the contract. To fill the lacuna, the parties undertake to work towards establishing appropriate regulations for this agreement which come closest to those which the contracting parties would have determined in accordance with the purpose of this contract had they considered the point.

Basel, 05 April 2016