

## General Terms & Conditions R.T. Gastro AG

### I Prices

1) Prices are quoted in Swiss francs and include service charges and VAT. 2) Any prices which may be quoted in Euros have been calculated at an exchange rate of CHF 1.25 to the Euro. However, this is intended as a guide only and will be adjusted to the exchange rate prevailing on the date of invoice.

### II Pre-payment / credit card guarantee

- 1) Without written agreement to the contrary from R.T. Gastro AG, ordered services exceeding CHF 1000 are guaranteed only upon receipt of a pre-payment or confirmed reservation by credit card. The amount to be prepaid is at the discretion of R.T. Gastro AG.
- 2) On conclusion of the contract, R.T. Gastro AG is entitled to demand pre-payment of up to 50% of the anticipated final total amount. Our bank details are as follows: R.T. Gastro AG, Mythenquai 323, Postfach, 8038 Zürich. Account-Nr. 206-234407.02X, BIC / Swift UBSWCHZH80A, IBAN CH93 0020 6206 2344 0702 X.
- 3) For group reservations (more than 10 persons) pre-payment is due 90 days prior to the agreed services, and for individual reservations 20 days prior to the agreed services.
- 4) If pre-payment is not received by R.T. Gastro AG by the stated deadline, R.T. Gastro AG is entitled to withdraw from the contract with immediate effect.
- 5) In the event of force majeure, R.T. Gastro AG is also entitled to withdraw from the contract without payment of compensation.

### III Number of participants

The client is required to inform R.T. Gastro AG of the number of participants for a reservation at the earliest possible opportunity. Any subsequent deviation of 20% or more from the number of participants originally stated must be notified in writing to R.T. Gastro AG at least four weeks before the event. The definitive number of participants must be notified to us in writing four working days at the latest before the event. If this figure is not provided, the number of participants notified when making the reservation shall be considered as binding for the final invoice. 2) In case of non-attendance by 5% or more of the participants as notified when making the reservation, the agreed price per person shall still be payable in full.

### IV Cancellation costs

- 1) For cancellation of event bookings (reserved by the client, confirmed by R.T. Gastro AG and – if applicable – prepaid by the client by the agreed deadline), the following cancellation costs shall apply:
  - a) cancellation 60 to 31 days before the event, 25% of menu costs (minimum of CHF 20 per person).
  - b) cancellation 30 to 11 days before the event, 50% of menu costs (minimum of CHF 35 per person).
  - c) cancellation 1 to 10 days before the event, 75% of menu costs (minimum of CHF 50 per person).
  - d) cancellation on the day of the event, 100% of menu costs (minimum of CHF 100 per person).
- 2) Late cancellations (0 to 30 days before the event) by more than 20% of registered guests will be invoiced in accordance with paragraph III.1.
- 3) If R.T. Gastro AG has justifiable cause to believe that the event might put the operation, security or reputation of our company at risk, the company shall be entitled to cancel the reservation agreement at any time without compensation.
- 4) Upon request, R.T. Gastro AG is able to assist with cancellation insurance. It should be noted that for such insurance to be legally valid, it must be taken out before returning the reservation contract.

### V Liability

R.T. Gastro AG shall be held liable only for wilful or grossly negligent contractual or non-contractual damages. The burden of proving fault shall lie with the guest. Any other liability (minor/medium negligence; strict liability) is excluded.

### VI Further conditions

- 1) The client shall order all catering services for the event from R.T. Gastro AG.
- 2) The guest shall be liable for any damages and losses caused by him/her or his/her guests, without R.T. Gastro being required to establish proof of fault. Any liability of R.T. Gastro AG concerning items, clothes or materials brought in by the guest, event organizer, speakers or other third parties is excluded.
- 3) Payment: R.T. Gastro is/shall be entitled to demand full or partial pre-payment. In particular for large events or when the client is not one and the same person as the organizer. Unless otherwise agreed, R.T. Gastro AG shall invoice the client immediately following the event. The invoice shall be payable within 10 days of the invoice date.
- 4) Applicable law / place of jurisdiction: these General Terms & Conditions are governed exclusively by Swiss law. The place of jurisdiction is Zurich.
- 5) Any changes to these General Terms & Conditions must be made in writing.
- 6) If any provision in these General Terms & Conditions is invalid, the validity of the remaining terms and conditions shall still apply.

Only the German-language version of these General Terms & Conditions of Business is legally binding.