

### **Services**

GAMMACATERING AG undertakes to carry out the order diligently and reliably. It undertakes to keep appointments and carry out the event in a timely manner in accordance with the agreed order. Meals and drinks will be chosen and prepared according to the highest quality standards. GAMMACATERING AG is certified to comply with sustainability. It strives to reduce food waste to a minimum. Seasonal products, reusable articles and short procurement channels will be taken into consideration wherever possible.

When organising events, GAMMACATERING AG handles the coordination between the organisers involved and manages the entire event, insofar as this has been arranged with the client (see the paragraph Consulting – Management).

All rights to the ideas, suggestions, drafts, sketches, images and texts presented are the intellectual property of GAMMACATERING AG. Use of these is only permitted with express approval.

### **Order confirmation**

Confirming an order with GAMMACATERING AG can take place verbally or in writing. The agreement comes into force at the latest upon written confirmation by GAMMACATERING AG. Any services not included in the order confirmation (supplementary requests, changes requested by the client, additional expenses, etc.) will be invoiced separately.

### **Contribution to expenses**

GAMMACATERING AG usually provides the first two quotes free of charge. From the third quote, cancellation will incur a processing fee of between CHF 250.00 and CHF 600.00 per order (depending on order volumes). Cancellation of binding reserved dates is charged according to the expenses already accrued.

A meal tasting is possible once the order has been placed. The costs will be charged to the customer according to expenditure. The minimum amount is CHF 100.00 per person including wine accompaniment.

### **Minor adjustments**

GAMMACATERING AG reserves the right to change its services with regard to delivery upon consultation with the client in the case of sudden changes in the market supply, e.g. due to a shortage of goods on the market or massively increased prices. It must complete the order to an equivalent value.

### **Number of participants**

A change in the number of participants requiring meals must be communicated at least seven days before an event, preferably in writing. A subsequent drop below this number cannot be taken into account.

### **Cancellation of events**

Upon cancellation of an event following order confirmation, the following costs will be invoiced:

40 days or more before the event:	Costs already accrued will be invoiced
39–30 days before the event:	30% of the agreed services
29–14 days before the event:	45% of the agreed services
13–0 days before the event:	100% of the agreed services

### **Third-party involvement**

GAMMACATERING AG may independently commission or involve a third party to fulfil the contractual obligations if necessary. The third party must be able to carry out the order in an equivalent or similar fashion. GAMMACATERING AG must select the third party carefully and deliver thorough instructions in this case.

### **Liability for damages and/or losses**

If damages or losses were not caused by GAMMACATERING AG, it is entitled to invoice the client for all costs for its own material and for materials leased from a third-party company explicitly for the event.

# GAMMACATERING®

## GENERAL TERMS AND CONDITIONS

### **Consulting • Management**

GAMMACATERING AG offers the client consulting and support services upon request. GAMMACATERING AG charges a service fee for these services. Consulting services will be agreed upon at an hourly rate or as a flat fee according to the event. Management services will be charged with a service fee amounting to 10–15% of the entire invoice amount (including external services). The percentage share is dependent on the associated expenses.

Contracts with external service providers will be organised by GAMMACATERING AG. The contract comes into force between the end client and the external service provider. In exceptional cases, the contracts can be concluded as an integral part of the order confirmation with GAMMACATERING AG. In these cases, the entire fee from the external service provider is to be covered by the payment on account. In cases of cancellation, the General Terms and Conditions of the respective parties/external service providers apply.

### **Payments**

GAMMACATERING AG arranges payment on account before carrying out the event. Payment on account usually consists of 60% of the total amount, payable 10 working days before commencement of the event at the latest. The remaining amount is payable after the event has finished, including any extra services, by way of a detailed final invoice within 10 working days.

### **Place of jurisdiction**

The place of jurisdiction for all disputes arising from this contract is Zug or another competent jurisdiction chosen by GAMMACATERING AG. This agreement is subject to Swiss law.

Zug, Januar 2024