

General Terms and Conditions for: **Caterings**

valid from September 2024

MARINA GASTRO AG

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1. **Order confirmation**

An order can be placed with Marina Gastro AG orally or in writing. The contract is concluded at the latest upon issue by Marina Gastro AG of the written order confirmation. Services beyond those specified in the order confirmation shall be additionally paid for by the customer.

2. **Quotation charge**

As a rule, an initial, general quotation will be provided free of charge. If a second, detailed quotation is requested, and if no contract is subsequently concluded, Marina Gastro AG shall be entitled to charge for the work and expenses incurred in the preparation of such detailed quotations. Similarly, the customer shall cover the cost of any sample meals. If firmly booked services are cancelled, the customer shall cover all incurred costs. (Under the terms of point 6)

3. **Services & Payment**

3.1 Marina Gastro AG undertakes to provide the contracted services with all due care, and to realise the contracted event on time and as agreed. The choice of food and beverages is based on the principle of impeccable quality. When organising an event, and if so agreed with the customer, Marina Gastro AG will see to all necessary coordination of the participating organisers and provide overall event management.

3.2 Marina Gastro AG is entitled to a down payment in advance of the event date. As a rule, this down payment will be 50% of the full amount, payable at least seven days before the start of the event. The remaining amount, as well as any additional services, shall be paid after conclusion of the event, on the basis of a detailed invoice, within ten days after receipt of the detailed invoice.

3.3 Our calculations are based on the confirmed number of participants. Our prices are quoted inclusive of statutory value-added tax.

4. **Minor adjustments**

In the case of unanticipated market developments, such as the unavailability of products or massively higher prices, and after consulting with the customer, Marina Gastro AG shall be entitled to effect appropriate changes to the products to be supplied, whereby Marina Gastro AG undertakes to provide goods and services of overall equivalent quality.

5. **Number of participants**

The event organiser undertakes to notify Marina Gastro AG of the definitive number of participants as early as possible and no later than 6 days before the date of the event, and to obtain confirmation from Marina Gastro AG. The number of participants declared by the customer serves as the basis for the calculation of the services of Marina Gastro AG. If the actual number of persons is smaller, the definitively confirmed number serves as the basis for the charges. Additional costs arising due to additional participants will be invoiced.

6. Cancellation

Cancellations must be reported to Marina Gastro AG as early as possible and in writing. Cancellations are charged as follows on the basis of the agreed overall service:

| | |
|--|-----------------------------|
| Cancellation 61 days before the event: | costs incurred to date |
| Cancellation 60 to 31 days before the event: | 25% of the agreed services |
| Cancellation 30 to 15 days before the event: | 50% of the agreed services |
| Cancellation 14 to 7 days before the event | 75% of the agreed services |
| Cancellation 6 to 0 days before the event: | 100% of the agreed services |

7. Liability and damage

The customer is responsible for all returnable items supplied by Marina Gastro AG, such as plates, dishes, cutlery, table linen and the like. These items must be returned intact. The customer is also liable for any damage to the rooms, fittings and fixtures, equipment, furnishings and surrounding area of Marina Gastro AG caused by him or the event participants.

8. Permits

The customer is responsible for obtaining any permits required in connection with the event.

9. Force majeure

In the event of force majeure, Marina Gastro AG reserves the right to withdraw from the contract without liability.

10. Place of jurisdiction

The agreement is subject to Swiss law. Lachen/SZ is place of jurisdiction for all disputes arising in connection with the agreement and the activities of Marina Gastro AG