

## General Terms and Conditions of Business of Ospena Group Ltd for Catering Services

Ospena Group Ltd is the operator of all Pizzeria Ristorante Molino restaurants in Switzerland, the Ristorante Frascati in Zurich and the Ristorante Le Lacustre in Geneva. Since September 2015, its operations also include the Marktgasse Hotel with two new culinary concepts, the Balto Küche & Bar and the delish Café Take-out in the City of Zurich.

### 1. Parties and contractual object

The Ospena Group Ltd provides catering services for events in accordance with the individual contract concluded with the Customer in question in addition to the present Terms and Conditions of Business. General Terms and Conditions or other documents of the Customer that replace, modify or supplement the present GTC shall not have any legal effect, even if reference is made to these in any contractual confirmation or business correspondence. Ospena Group Ltd shall be entitled at its own discretion to involve third parties in the provision of the agreed services.

### 2. Conclusion of the contract

Ospena Group Ltd shall submit a detailed offer to the Customer on the basis of the order placed by the latter. After the offer has been examined by the Customer and any changes or additions have been incorporated into it, Ospena Group Ltd shall provide the Customer with a written order confirmation. A contract shall be concluded upon signature of this order confirmation by the Customer.

### 3. Objection to defects, liability and insurance

The Customer shall be obliged to report any defects within the agreed services immediately or, if this is not possible, no later than 2 calendar days after the event. Thereafter, all services shall be deemed to have been approved.

Ospena Group Ltd and/or its employees or auxiliary agents shall not incur any liability except in relation to willful action or gross negligence. Liability for consequential losses shall be excluded under all circumstances. Ospena Group Ltd shall not bear any liability for items introduced by the Customer, his/her appointees or guests. The Customer shall bear liability for all damage to property and personal injury, including any consequential losses, caused during the visit either by him/her directly or by appointees or guests to Ospena Group Ltd, its employees or third parties.

The Customer shall be responsible for ensuring that standard insurance cover against damage to property and personal injury for the event organized has been concluded promptly and with sufficient cover.

### 4. Duties of care and loyalty

Ospena Group Ltd shall act as the appointee of the Customer and shall uphold the interests of the latter to the best of its knowledge and ability. It places great value on the careful and timely provision of catering services, and in particular on the quality of food and drink. It also undertakes to uphold the business secrets of the Customer.

### 5. Intellectual property

The Customer expressly acknowledges the exclusive intellectual property of Ospena Group Ltd, including in particular copyright over all acts carried out in relation to cooperation with Ospena Group Ltd (concepts, proposed menus, decoration and design, texts, images, graphic work etc.).

### 6. Special requirements

Ospena Group Ltd will be pleased to accommodate special requests concerning the preparation of products in relation to minor intolerances as well as vegetarian or vegan diets. Special requirements must be notified at least 2 days prior to the event. No offers can unfortunately be made in cases involving major allergies.

### 7. Menus

Ospena Group Ltd will charge CHF 2.00 per menu for printing.

### 8. Children's menus

Children aged between 2 and 12 shall be entitled to a children's menu for CHF 10.00.

### 9. Flower arrangements + decoration

Ospena Group Ltd may obtain an offer from a third party concerning (flower) decorations and present a non-binding proposal. Additional costs associated with any elaborate decorations will be charged.

### 10. Number of participants

The number of persons confirmed in writing shall constitute a guideline figure for the provision of food and drink. Any changes to reservations must also be notified promptly in writing to the restaurant concerned. The precise number of participants/guests may be altered in writing at any time up until 2 working days (1 working day = 24 hours) prior to the event to within  $\pm 10\%$  of the number of persons confirmed, in which case Ospena Group Ltd shall reduce the fee accordingly.

If the actual number of participants in the event is higher than agreed, the fee shall be increased accordingly. If the number of participants is lower than that indicated, the fee shall be based on the number agreed upon or notified.

### 11. (Partial) Cancellation

In the event of the partial cancellation of  $\geq 20\%$  of the agreed services (before any adjustment pursuant to clause 10), Ospena Group Ltd shall be entitled to withdraw from the entire contract without any cost implication.

In the event that the Customer terminates the contract in full or in part, Ospena Group Ltd may charge for the canceled services as follows:

- up to 5 calendar days prior to the event: no charge
- up to 3 calendar days prior to the event: 50% of the canceled services
- up to 2 calendar days prior to the event: 100% of the canceled services - in the event of a no-show: 100% of the canceled services

Ospena Group Ltd reserves the right to cancel the booking without any liability to pay damages in the event of an emergency. In such an eventuality, Ospena Group Ltd shall endeavor to find another replacement location for the Customer if possible. Should Ospena Group Ltd have any reason to believe that the event booked by the Customer would jeopardize the smooth operation of business or the security or reputation of the business, the event may be canceled without compensation.

## 12. Minimum consumption

Ospena Group Ltd will only require a minimum consumption or a guaranteed sales figure if the Customer wishes to book one of the locations exclusively or predominantly for himself/herself or his/her guests.

## 13. Wines + desserts brought by the Customer

Food and drink shall be acquired from the relevant Ospena Group Ltd restaurant.

Desserts brought by the customer shall be charged at a price of CHF 15.00 per person.

A corkage fee of CHF 35.00 per 0.75 cl shall be charged for wines brought by the Customer

## 14. Night-time surcharge / licenses

A night-time surcharge of CHF 45.00 per staff member per hour or part thereof shall be charged for events ending after midnight. Upon request by the Customer, the licenses necessary for periods outside of our opening hours will be requested from the authorities and organized, and shall be charged to the Customer at their cost price.

## 15. Newspaper adverts and other advertising

Newspaper adverts and other advertising containing any reference to Ospena Group Ltd or its businesses shall require the prior written approval of Ospena Group Ltd. The use of the logos of Ospena Group Ltd must be approved in advance.

## 16. Music and technology

All of our businesses have a music concept. Music brought by the Customer may not be played over our internal music devices. If an internal area has been booked on an exclusive basis, Customers are permitted to bring their own equipment. The use of external sound equipment is subject to local regulations.

## 17. Prices

All prices are stated in CHF and include VAT. Prices are subject to amendment.

## 18. Payment arrangements

The Customer may settle the invoice amount after the event in situ either in cash or by credit card.

An invoice may be issued for Customers who are resident or that have their registered office in Switzerland in relation to offers in excess of CHF 5,000.00. Invoices shall fall due for payment at the latest 30 days after the invoice date. Ospena Group Ltd may request an advance payment of up to 50% in relation to offers in excess of CHF 5,000.00. The amount due must be settled at the latest on the day of the event for Customers who are resident or that have their registered office abroad. Our bank details:

Zürcher Kantonalbank, 8010 Zurich, Clearing 700, account: 1100-5436.585 held by Ospena Group Ltd, Nansenstrasse 5, 8050 Zurich  
IBAN: CH81 0070 0110 0054 3658 5

## 19. Validity of offers

Offers issued by us shall remain valid for up to 10 days after the date on which they are offered, or if earlier 10 days prior to the event.

## 20. Applicable law, place of jurisdiction

The legal relationship between Ospena Group Ltd and the Customer shall be governed exclusively by Swiss law. The exclusive place of jurisdiction for all disputes arising in relation to the catering services provided by Ospena Group Ltd shall be Zurich.