

## General terms and conditions of business

### 1. Basics

These General Terms and Conditions (GTC) govern the legal relationship between the customer/guest/organizer, hereinafter referred to as the customer, and Grandits Gastronomie GmbH, the operator of Restaurant Stucki, hereinafter referred to as the restaurant. For the sake of simplicity, these GTC always refer to the term "contract" – regardless of the service. The restaurant's terms and conditions valid at the time of conclusion of the contract apply exclusively. Should individual provisions of these GTC be or become invalid or void, this shall not affect the validity of the contract and the remaining provisions of these GTC. Otherwise, the statutory provisions apply.

### 2. Place of jurisdiction / Applicable law

**The place of jurisdiction for any disputes arising from this contract shall be Basel (Basel-Stadt), unless another legally mandatory place of jurisdiction exists.**

All contracts, reservations, any additional agreements, and general terms and conditions are subject exclusively to Swiss law. The place of performance and payment is the restaurant's registered office.

### 3. Definitions

**Groups:** Groups within the meaning of these General Terms and Conditions are travel groups with a minimum number of 10 booked persons.

**Written confirmations:** Email messages are also considered written confirmations.

**The contractual partners** are the customer and the restaurant.

### 4. Subject matter / Scope of application

The contract for the rental of tables, seminar rooms, space, and other supplies and services is concluded upon written confirmation by the restaurant or, in the case of online bookings, upon the customer's booking confirmation. A reservation made on the day of the event itself is binding upon acceptance by the restaurant. Changes to the contract only become binding for the restaurant upon (written) confirmation. Unilateral changes or additions to the contract by the customer are invalid.

### 5. Scope of services

The scope of services under the contract is determined according to the customer's individual reservation. Subject to other contractual agreements, the customer has no right to a specific table/room.

If, despite a confirmed reservation, no table/room is available in the restaurant, the restaurant must inform the customer immediately; if the restaurant has

already received services from the customer, these must be refunded immediately.

### 6. Options

Option dates are binding for both parties. After the option period expires without being used, the restaurant can dispose of all tables/rooms.

### 7. Prices / Payment obligation

The prices quoted by the restaurant are in Swiss francs (CHF) and include VAT.

The customer is obligated to pay the agreed or applicable restaurant prices for the services used. This also applies to services requested by the customer, their companions, and visitors, and to expenses incurred by the restaurant for third parties. Any increase in statutory taxes after the contract has been concluded shall be borne by the customer. Prices quoted in foreign currencies are guidelines and will be charged at the current daily exchange rate. All published prices are subject to adjustment at any time without notice to the customer. The prices confirmed by the restaurant are valid.

Depending on the agreement, or for reservations of CHF 3,000.00 or more, the restaurant may request a deposit of 50% of the total booking amount. This deposit is to be understood as a partial payment of the agreed fee.

The restaurant may also require a credit card guarantee instead of a deposit.

A prepayment is due within 10 days of receiving the reservation confirmation. If the reservation is made at shorter notice, the restaurant requires a credit card guarantee for the entire booking amount.

If the deposit or credit card guarantee is not paid on time, the restaurant may terminate the contract immediately (without notice) or withdraw from the service promises made and demand the cancellation fees specified in Section 8.

The restaurant reserves the right to invoice or issue interim invoices for its services at any time. The final invoice will include the agreed price plus any additional amounts incurred due to additional services provided by the restaurant for the customer and/or accompanying persons. Payment can be made in cash in Swiss francs or by an accepted credit card.

### 8. Events

An event can include services for the event space, catering, technical facilities and other services.

#### 8.1 Number of participants

The customer undertakes to inform the restaurant of the binding number of participants for an event at least two working days before the event date. In the event of subsequent deviations between the number of

participants stated by the customer and the final number of participants, the last reported number of participants will be charged.

If the actual number of participants is increased at a later date, billing will be based on the actual number of participants, subject to feasibility.

### **8.2. Withdrawal by the restaurant**

The restaurant may withdraw from the contract by unilateral (written) declaration at the latest 2 days before the agreed date of the event without incurring any costs.

Furthermore, the restaurant is entitled to withdraw from the contract for objectively justified reasons by means of a unilateral (written) declaration:

Objectively justified reasons include, for example:

- force majeure or other circumstances beyond the control of the restaurant which make the fulfilment of the contract impossible;
- Events that are booked with misleading or false information about essential contractual facts, e.g. the identity of the customer or the purpose of use or stay;
- the restaurant has reasonable grounds to believe that the use of the agreed services may impair the smooth running of the business, the safety of other restaurant guests or the reputation of the restaurant;
- the purpose or reason for the stay is illegal.

In the event of a justified withdrawal by the restaurant, the customer shall not be entitled to compensation and the compensation shall remain due.

### **8.3. Cancellation Policy**

Any withdrawal by the customer from the contract concluded with the restaurant requires the restaurant's written consent. If this consent is not obtained, the agreed price under the contract must be paid even if the customer does not use the contractual services.

The decisive factor for calculating the cancellation fee is the receipt of the customer's written cancellation by the restaurant. This applies to both letters and emails. If the customer withdraws from the contract or changes or cancels certain reserved services, the restaurant may charge the following cancellation fees.

### **8.4 Cancellation fees for events**

If an event cannot be held for reasons beyond the control of the restaurant and for which the restaurant is not responsible, the restaurant reserves the right to (partial) payment of the agreed service in accordance with the order confirmation, taking into account the receipt of the written cancellation as follows:

Cancellation of the event up to 21 days before the date:  
30% according to order confirmation

Cancellation of the event up to 14 days before the date:  
40% according to order confirmation

Cancellation of the event 7 days before the date: 50%  
according to order confirmation

Cancellation of the event up to 3 days before the date:  
75% according to order confirmation

Cancellation of the event 2 days before the date: 100%  
according to order confirmation

In the event that an equivalent (scope of services) event is carried out by a third party during the agreed period, the customer will only be charged a handling fee of 25% (depending on the notice period for cancellation).

If the customer holds an event in the restaurant within one year to the originally agreed extent, 25% of the invoiced amount/cancellation costs will be credited back.

### ***Optionally: Conditions for special events during ArtBasel week apply:***

Cancellations for reservations during this special week are only possible free of charge up to 2 days before the confirmed event date.

For all reservations made during these times, a 100% advance payment is required, which the customer must pay immediately, but by the specified deadline. Failure to pay the advance payment will result in the restaurant renting/occupying the space to another party. Any resulting expenses may be charged to the party responsible.

### **9. Food and drinks**

All food and beverages must be purchased exclusively from the restaurant. In special cases (specialties, etc.), a different written agreement may be made. In such cases, the restaurant reserves the right to charge a service charge or corkage fee (as listed separately). For groups of 10 or more guests, we offer standard menus. Exceptions apply to vegetarians, those with allergies, or those with dietary requirements.

### **10. Extensions**

If the reserved event duration is expected to exceed the statutory closing time (police curfew), the customer must contact the restaurant at least 30 days before the start of the event so that the necessary permits can be obtained. The costs for the permits will be charged to the customer. The restaurant cannot guarantee the issuance of permits. The restaurant reserves the right to remove event participants from the premises after the extension permit has expired.

### **11. Stay / Smoking**

By concluding a contract, the customer acquires the right to the usual use of the rented rooms and the restaurant's facilities, which are usually available to guests without special conditions, and to the usual service. The customer must exercise his or her rights in accordance with any applicable restaurant and/or guest guidelines (house rules). Smoking is permitted throughout the restaurant only in designated areas.

### **12. Insurance**

In any case, the customer is responsible for insuring any materials brought into the restaurant. The restaurant may request proof of insurance before confirming the reservation.

### **13. Liability and contract law**

a) Restaurant:

The restaurant excludes liability for minor and moderate negligence within the scope of the law and is only liable for damage caused intentionally or through gross negligence. The restaurant is liable for the belongings brought in by guests in accordance with the law. The restaurant is not liable for minor and moderate negligence.

The restaurant accepts no liability for theft or damage to materials brought in by third parties. The restaurant is not liable under any legal title for services which it has merely arranged for the customer (see also section 17).

#### b) Customer

The customer is liable to the restaurant for all damages and losses caused by him, his companions or assistants or event participants, without the restaurant having to prove that the customer was at fault.

If a third party has made the booking on behalf of the actual customer, the third party is jointly and severally liable to the restaurant for all obligations arising from the contract. The customer is liable for services and expenses incurred by the restaurant for third parties.

### 14. Customer illness

If a customer becomes ill during their stay in the restaurant, the restaurant will notify a doctor at the customer's request. If the customer is no longer able to function and the restaurant is aware of the illness, it may also notify a doctor without the customer's request.

In any case, medical care is provided at the customer's expense.

### 15. Animal husbandry

Pets may only be brought into the restaurant with the prior consent of the restaurant. Customers bringing pets into the restaurant are obligated to properly care for and supervise the pet during their stay. Customers must have appropriate pet insurance for their pet. Proof of such insurance must be presented upon request by the restaurant.

### 16. Lost and found

Lost property will be forwarded if ownership is clearly established and the home/business address is known. The customer bears the costs and risk of reshipment. After a 2-month storage period, the items will be handed over to the local lost property office.

### 17. Further provisions

If the customer requests services that are not provided by the restaurant itself, the restaurant acts only as an intermediary.

Advertisements in the media (such as newspapers, radio, television, internet) referring to events in the restaurant, with or without the use of the unchanged company logo, require the prior written consent of the restaurant.

### 18. Online shop

The range of goods in our online shop is aimed exclusively at buyers who are 18 years of age or older.

Our deliveries, services, and offers are made exclusively on the basis of these General Terms and Conditions.

#### 18.1. Conclusion of contract

The presentation of goods in the online shop does not constitute a binding offer to conclude a purchase contract. Rather, it is a non-binding invitation to order goods in the online shop. By clicking the "Buy now" button, the customer submits a binding offer to purchase. Upon receipt of the purchase offer, an automatically generated email is sent (order confirmation; confirmation of receipt). This confirmation of receipt does not constitute acceptance of the purchase offer by the restaurant. A purchase contract for the goods is only concluded when the restaurant expressly declares acceptance of the purchase offer (order confirmation) or when the goods are shipped to the customer – without prior express declaration of acceptance. Exception: when paying with PayPal, acceptance of the order occurs immediately upon the customer's order.

#### 18.2. Prices

The same terms and conditions apply as under Section 7 (Prices/Payment Obligation). Delivery costs are CHF 12.00 and must be borne by the customer.

#### 18.3. Products

The restaurant reserves the right to limit delivery quantities for certain products and to refuse delivery if the order is exceptionally heavy or bulky. If an ordered product is not available at the time of delivery, the customer will be informed immediately.

#### 18.4. Terms of payment ; default

Payment can be made either by invoice or PayPal. For purchases on account, the payment period is 30 days. If payment is not made on time, Grandits Gastronomie GmbH reserves the right to suspend the customer's subsequent order and charge the customer for reminder costs. When paying with PayPal, the customer is redirected to the PayPal website during the ordering process. PayPal's terms and conditions apply. A reminder fee up to CHF 20.- will be charged for each reminder sent to you after the default occurs.

#### 18.5. Creditworthiness

The restaurant reserves the right to make delivery of orders dependent on a credit check. By completing the order, the customer consents to obtaining a credit check.

The restaurant may cancel or suspend an order if the customer is not creditworthy, has one or more outstanding invoices with [tanjagrandits.ch](http://tanjagrandits.ch), or if there is reasonable suspicion of fraudulent intent.

#### 18.6. Delivery & Depot

Deliveries are limited to Switzerland and Liechtenstein. Available delivery time slots can be checked on the website. After the order is confirmed, the products will be delivered to the address provided by the customer when placing the order.

### **18.7 Retention of title**

The goods remain the property of the restaurant until the purchase price has been paid in full.

### **18.8. Delivery times**

Unless otherwise agreed, goods will be delivered within 2-3 business days. Business hours are Tuesday through Saturday. Goods will be processed and shipped immediately upon receipt of the order. Goods are shipped exclusively via A Post. Delivery times may be delayed on public holidays and company holidays.

### **18.9 Transport damage**

If goods are delivered with obvious transport damage, the customer must report the defects to the restaurant within 2 days and claim compensation (one-to-one replacement).

## **19. Vouchers**

### **19.1 Purchase of vouchers**

Vouchers can be paid directly via PayPal when purchasing through the online shop or paid via invoice. The minimum voucher amount is CHF 5.00, and the maximum voucher amount is CHF 3,000.00. A voucher entitles the holder to purchase goods/services in our online shop, retail store, and restaurant. Vouchers cannot be returned or redeemed for cash.

### **19.2. Redeeming vouchers**

In the online shop, a voucher can be used during the payment process by entering the voucher number in the comments section. The voucher amount will be credited to the purchase price. If the full voucher amount is not reached when paying with a voucher, the remaining balance on the voucher will not expire. If a purchase is made for a higher amount than the voucher amount, the difference must be paid during the payment process.

### **19.3 Validity**

Each voucher is valid for three years. Vouchers that represent a service (e.g., an aromatic menu) and not a specific value are valid for three years without a price increase. After three years, the value (the amount paid) of the voucher is deducted, and any price difference is charged to the end customer. Value vouchers do not expire.

## **20. Data protection**

The restaurant processes the customer's personal data to the extent necessary to provide the service and for data security purposes. Personal data will generally not be passed on to third parties unless this is necessary to provide the services to you. All emails sent in the form of newsletter emails are sent via carefully selected email service providers. We reserve the right to use technical methods that can verify that emails have been received or opened by the recipient. The data protection requirements are formulated in the Federal Data Protection Act (DSG) and, among others, in the General Data Protection Regulation (GDPR) of the European Union.