

GENERAL TERMS & CONDITIONS – MANGOSTEEN CATERING

The following GENERAL TERMS AND CONDITIONS (hereinafter "GTC") apply exclusively to all contractual agreements between Mangosteens Catering, the catering service of the Zurich Marriott Hotel, and the event organizer. They form the basis of all services and deliveries provided by Mangosteens Catering.

I EXECUTION OF A CONTRACT

The event contract for the deliveries and services provided by Mangosteens Catering is concluded only after written confirmation by both the organizer and Mangosteens Catering. Any services exceeding the order confirmation will be invoiced additionally.

II GUARANTEED NUMBER OF PARTICIPANTS

For all events, the organizer must inform Mangosteens Catering of the actual number of participants no later than 7 working days (Sundays and public holidays do not count as working days) before the start of the event. Otherwise, the number stated in the order confirmation shall apply, and Mangosteens Catering is entitled to invoice all agreed services based on this number.

III CANCELLATION CONDITIONS

In the event of cancellation after the order has been placed, the following costs will be charged:

1. Up to 60 days before the event: Free of charge.
2. 60-30 days before the event: 15% of the agreed services.
3. 29-8 days before the event: 50% of the agreed services.
4. 7-0 days before the event: 100% of the agreed services.

IV REDUCTION OF PARTICIPANT NUMBERS

For events involving food and beverages, the actual number of participants may not fall more than 20% below the number stated in the event contract, regardless of when the reduction occurs. If the actual number is lower, Mangosteens Catering may charge 100% of the difference between the actual number and the maximum allowable reduction.

V BEVERAGE BILLING

Unless otherwise agreed, all beverages will be billed according to actual consumption. Opened bottles are considered fully consumed.

VI GENERAL LIABILITY

Mangosteens Catering is only liable for intentional or grossly negligent contractual or non-contractual damages and solely for direct damages. The organizer is liable for all damages, losses, or breakages caused negligently or intentionally by themselves, their employees, agents, guests, or participants. The organizer indemnifies Mangosteens Catering from all civil and public claims.

VII INVOICING

1. Mangosteens Catering is entitled to request advance payments.

2. Unless otherwise stated in the event contract, all invoices must be paid within 20 days of the invoice date.
3. All prices are gross in Swiss francs, including VAT. Any VAT increase is borne by the organizer.
4. In case of late payment, Mangosteens Catering may charge reminder fees and default interest of 5%.

VIII PLACE OF JURISDICTION

The present GTC and the entire contractual relationship are governed by Swiss law. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Zurich, Switzerland.

IX BEVERAGES PROVIDED BY ORGANIZER (CORKAGE & SERVICE FEES)

If beverages are provided entirely or partly by the organizer or a sponsor, Mangosteens Catering may charge additional expenses related to serving these beverages, including extra personnel and required infrastructure for storage and service. If Mangosteens staff serves the organizer's beverages, a pre-agreed fee per consumed drink will be charged. Open bottles count as fully consumed unless expressly agreed otherwise. Mangosteens Catering may charge for further costs arising from storage, cooling, or handling.

X TRANSPORT & LOGISTICS

If the event location does not provide suitable parking, access, or loading zones, all resulting parking fees, permits, or comparable expenses will be charged to the organizer. A fee of CHF 30.00 applies for access permits for loading/unloading in blue zones. Delays due to restricted access, missing permissions, blocked delivery zones, or absent contacts will be billed based on actual personnel and logistics effort.

XI BACK-OFFICE, KITCHEN INFRASTRUCTURE & SITE INSPECTION

Prices quoted in the offer are based on information available at that time and without a site visit. Mangosteens Catering may conduct a site inspection after contract signing to verify infrastructure. If additional infrastructure, logistics, or technical equipment is required, these will be communicated in writing and billed based on actual effort.

XII PERSONNEL

The hourly rates listed in the offer apply to all Mangosteens Catering staff. Billing is per started hour:

- Service manager: CHF 65/hour
- Service staff: CHF 55/hour
- Head chef: CHF 75/hour
- Chef/cook: CHF 60/hour
- Logistics staff: CHF 55/hour

A night surcharge of 25% applies from midnight.

XIII RENTAL MATERIAL & EQUIPMENT

All material remains property of Mangosteens Catering. The organizer is liable for all damage or loss during the

event. Missing or damaged items will be billed at replacement or cleaning cost.

XIV ALLERGIES, INTOLERANCES & DIETARY REQUIREMENTS

The organizer must inform Mangosteen Catering in writing at least 10 working days before the event of any allergies, intolerances, or special dietary requirements. Mangosteen Catering cannot guarantee that dishes are free from traces of allergens. No liability is accepted for damages caused by late or missing allergy notifications.

XV FOOD WASTE, LEFTOVER USE & COLD CHAIN

For food safety and hygiene reasons, Mangosteen Catering assumes no liability for food taken away or further processed by the organizer after the event. The organizer is responsible for cooling, storage, and further handling.

XVI SETUP, DISMANTLING & ACCESS TO LOCATION

The organizer must ensure that Mangosteen Catering has uninterrupted access at the agreed times. Delays caused by missing access, absent contacts, or blocked loading zones will be billed based on actual effort.

XVII EXTERNAL SERVICE PROVIDERS & PERMITS

Should the Organizer contract external service providers, the Organizer shall be fully liable for their performance and compliance with all applicable laws and regulations. The Organizer is solely responsible for securing any and all permits required for the event.

XVIII ADVANCE PAYMENTS & INVOICE HANDLING

Mangosteen Catering reserves the right to request advance payments up to 30 days prior to the event date. All food, beverages, and services rendered shall be invoiced in full in the final invoice.

XIX FORCE MAJEURE

If the event cannot be held due to an event of force majeure, both parties shall be released from their respective obligations for the duration and scope of the disruption. Any services already performed by Mangosteen Catering prior to or during the force majeure event shall be compensated in full by the Organizer.