



# GENERAL TERMS AND CONDITIONS

## 1. Basic principles / applicability

The following General Terms and Conditions apply to all services provided by Trafo Baden Betriebs AG (TBB) within the framework of a contractual relationship. The event organizer accepts these General Terms and Conditions when ordering services from the TBB. The following General Terms and Conditions of TBB are an integral part of the signed offer or contract. Additional information such as organization chart, room plan, technical offers, etc. are also part of the event agreement.

## 2. Catering services and number of persons

All catering services (food and beverages) must be purchased from Trafo Baden Betriebs AG. Bringing in your own catering is not permitted. This also includes bringing wine, beer, pastries, etc. as "give-aways" or gifts if these are then to be consumed on site.

to be consumed on site. Exceptions must be requested in writing from TBB prior to signing the contract. TBB must be notified of food and beverage selections no later than 2 weeks prior to the event date. After this date TBB does not guarantee the availability of individual dishes or beverages.

The number of persons reported to TBB 2 weeks before the event is binding on 10%. The number of persons reported to TBB 1 week before the event is event is binding. In the event of changes in the number of participants, TBB is entitled to change the room allocation and the agreed and the agreed room provision costs accordingly.

## 3. Insurance / liability for damages

The organizer is liable for any damage caused to objects or real estate of TBB on the occasion of the event (including objects or premises rented by TBB, etc.). rented objects or premises, etc.). The same applies to theft of objects belonging to TBB. The organizer's entry into the premises or movable objects brought by the organizer to the premises or the event site of TBB are not insured by TBB. Any insurance for loss, damage or theft must be taken out by the organizer for the organizer's own items as well as for TBB's inventory. the organizer. TBB declines any liability.

Furthermore, TBB disclaims, to the extent permitted by law, any liability for damages suffered by participants of events for any reason whatsoever. for whatever reason. The same applies to employees, agents or other service providers of the organizer. Should TBB be prosecuted by event participants or employees, agents, etc. of the organizer in any way whatsoever, the organizer undertakes to fully indemnify TBB against any and all claims for damages. fully indemnify TBB.

TBB assumes no guarantee and no liability for external services (artists, performers, decorators, furniture suppliers, etc.).

## 4. Permits

In the case of parties, the organizer must have his event concept, including traffic and safety arrangements, approved by the TBB Directorate, as well as submit a corresponding application to the Baden municipal police. Depending on the event, TBB reserves the right to make further specifications regarding further requirements regarding order or security.

Acoustic and large-scale decorative installations in the "Mall" must be approved by PRIVERA AG. Musical performances in the glass hall must be approved by sterk cine ag and PRIVERA AG. The necessary permits will be obtained from TBB.



## 5. Employee expenses

Official consumption prices generally include employee expenses. TBB reserves the right, based on the needs of guests or the type of event or the type of event, TBB reserves the right to charge staff separately at the hourly rates below and after consultation with the event organizer. and in consultation with the event organizer. If this is known before the event, it will be indicated on the event agreement.

Hourly rates:	until 24 h	from 24 h	
Employees Project Manager	CHF 98.00	CHF 122.50	per employee hour (minimum 4 hours)
Employees Chef de Service/Kitchen Chef	CHF 68.00	CHF 85.00	per employee hour (minimum 4 hours)
Staff Service	CHF 48.00	CHF 60.00	per staff hour (minimum 4 hours)
Kitchen staff	CHF 55.00	CHF 68.75	per staff hour (minimum 4 hours)
Staff Cloakroom/Check-In	CHF 48.00	CHF 60.00	per employee hour (minimum 4 hours)
Staff Logistics/Cleaning	CHF 48.00	CHF 60.00	per employee hour (minimum 4 hours)

For events with individual collection, a higher staff deployment is necessary. Therefore, for such events, 1 employee of the category "Employee Service" (see rates above) will be charged per 30 event participants for the duration of the event. The time schedule is specified in the event agreement. A delay of +/- 30 minutes is within the tolerance range. If the event is more than 30 minutes overdue, the additional staff costs for kitchen, service and logistics will be charged.

The tap fee is CHF 30.00 per 7dl wine bottle brought along.

## 6. Acceptance of goods and disposal

The organizer is responsible for the disposal of the material brought by him. Any staff and disposal costs incurred by TBB or external of TBB or external service providers will be invoiced. A flat rate of CHF 50.00 will then be charged per container. TBB accepts delivered event material. A logistics fee of CHF 50.00 (including the first two days of storage) will be charged per pallet received. storage) and for storage from the third day onwards a storage fee of CHF 20.00 per day and pallet will be charged. TBB declines any liability for stored stored material.

## 7. Technology congress and business center Trafo

The technical installations of all halls and rooms may only be operated by a technician of Habegger AG. If the organizer books an external technical company, a Habegger AG technician will be charged at CHF 95.00 per hour for the entire duration of the event. The invoice will be issued directly by Habegger AG.



## 8. Cancellation conditions

### 8.a. Seminars and congresses (from 51 persons)

If the organizer cancels a signed contract, TBB will in any case charge a handling fee of CHF 250.00. Depending on the time of cancellation, the following services will be charged (including VAT);

During the duration of the provisional reservation:	no costs
More than 180 days before the event:	CHF 250.00 (handling fee)
179 to 120 days before the event:	CHF 250.00 plus 10% of the catering or room flat rates*
119 to 90 days before the event:	CHF 250.00 plus 20% of the catering or room flat rates*
89 to 30 days before the event:	CHF 250.00 plus 30% of the catering or room flat rates*
29 to 7 days before the event:	CHF 250.00 plus 50% of the catering or room flat rates*
Less than 7 days before the event:	CHF 250.00 plus 100% of the catering or room flat rates*

***\*Percentages shown are on the actual flat rate mentioned in the quote/contract and published in The Transformer brochure (factory flat rates, exhibition flat rates, individual room rentals or concert flat rates), not including upgrades, additional group rooms and -halls, or personnel costs.***

In any case, the organizer will then be charged for all costs incurred or charged to TBB by external service providers. The TBB will in particular not accept any cancellation fees from external service providers (such as artists, performers, decorators, etc.). Services of external service providers will be charged directly by the respective service companies.

### 8.b. Business center (1 to 50 persons)

>10 working days before the meeting	no costs
6 to 10 working days before the meeting	50% of the offered services according to the last offer, resp. contract
0 to 5 working days before the meeting	100% of the offered services according to the last offer or contract.

In any case, the organizer will be charged for all costs incurred or charged to TBB by external service providers. In particular, TBB will not accept any cancellation fees from external services and service providers (such as artists, performers, decorators, etc.).

## 9. Prices / terms of payment

All prices quoted by TBB and details of flat rates and fees charged by TBB are inclusive of VAT. The invoices of TBB are to be paid within 30 days of the invoice date. For orders over CHF 1000.00, TBB can demand up to 80% of the order amount in advance. Invoices up to CHF 1000.00 must be paid in cash or by credit card. For payments made after the due date, TBB is entitled to charge interest on arrears in the amount of 5%.

Should doubts arise as to the creditworthiness of the organizer, TBB reserves the right to withdraw from the contract at any time or to demand full prepayment. Full advance payment should information become known that raises doubts about the creditworthiness or the reliability of the organizer.

Events with billing addresses outside of Switzerland must be paid 100% before the day of the event.



## 10. Duty to inform

The organizer is obliged to inform TBB completely and truthfully about the nature of the event, including the topics to be covered and the speakers who will be appearing. In the rooms, halls and areas offered by TBB for rent, no events may be held which events may be held in the rooms, halls and areas offered for rent by TBB that offend decency and morality, incite violence or in which discriminatory content is disseminated in any way.

TBB reserves the right to withdraw from an event contract at any time if information becomes known which casts doubt on the seriousness of the organizer or which indicates that events are to be held which offend decency and morality, incite violence or at which discriminatory content is disseminated in any way. The same applies in the event that TBB determines that the organizer has not provided complete and truthful information about the nature of the event. In the event of a withdrawal from the contract on the part of TBB, the cancellation conditions pursuant to Clause 8 shall apply analogously.

## 11. Special events

Events attended by personalities for whose protection security and traffic control measures must be taken, are to be coordinated through the appropriate official channels. TBB is not responsible for any costs incurred as a result of such measures. The assumption of such costs must be arranged in advance by the organizer with the relevant authorities.

TBB reserves the right to charge additional staff hours at CHF 98.00 per hour (including VAT) for events that require above-average processing efforts and in prior consultation with the event organizer.

## 12. Personal data

Personal data will not be passed on to third parties and will only be used for internal purposes of TBB.

The organizer expressly agrees to the disclosure of data to third parties if this is necessary for the processing or provision of services requested by the organizer. services requested by the organizer.

## 13. Final provisions

Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the legal validity of the remaining provisions. In place of the invalid provision, a valid provision shall be deemed to have been agreed upon which comes closest to the economic intentions of the parties.

TBB reserves the right to amend these General Terms and Conditions at any time.

## 14. Applicable law / place of jurisdiction

The General Terms and Conditions of Business of Trafo Baden Betriebs AG (TBB) form an integral part of the contract and shall automatically come into force upon definitive reservation. The place of jurisdiction is Baden.