

GENERAL TERMS AND CONDITIONS

Scope of Application

- 1.** The general terms and conditions govern the contractual relationship between the customer and Activgastro Gonzalez. These AGBs are an integral part of the cooperation between Activgastro and the customer.
- 2.** Legal relationships between the customer and a third party do not affect the legal relationship between Activgastro and the customer. The customer is obliged to inform themselves about the version of the AGBs valid at the time of the contract conclusion. The customer's terms and conditions only apply if agreed upon in writing.

Scope of Services

- 1.** The services and offers of Activgastro Gonzalez are provided exclusively based on these General Terms and Conditions. The GTCs apply to companies and thus also to all future business relationships, even if they are not explicitly agreed upon again.
- 2.** The provider delivers services aimed at optimizing the customer or a company associated with the customer.
- 3.** The level of optimization is defined by the customer. The optimization can be measured and evaluated by the customer at any time.
- 4.** The processes used by the provider are based on the insights of internal operational procedures, are linked to Activgastro's internal organization "6 Key Points," and are designed for optimization in the kitchen in areas such as hygiene, procurement, menu planning, training, etc.

Conclusion of Contract

- 1.** The service or optimization contract becomes legally binding from the date the customer signs it. By signing, the customer explicitly acknowledges having read and fully understood the terms of the General Terms and Conditions (GTCs) and agrees to them.

2. In the case of verbal orders, the contract is deemed to be concluded if the customer does not raise objections in writing or by email to Activgastro order confirmation within three working days.

3. Any internal processes of the customer do not constitute a suspensive condition for the validity of the contract, unless explicitly agreed upon. If an internal process is agreed upon as a condition for the conclusion of the contract, the customer is required to inform Activgastro of the progress and completion of this process. During any period in which the project execution cannot commence or is delayed due to internal processes on the customer's side, Activgastro is not obliged to provide contractual services and will be reasonably compensated by the customer for any services already rendered.

Payment Terms

1. FEES: The fee from Activgastro Gonzalez is exclusive of VAT. According to Swiss law, Activgastro is temporarily exempt from VAT.

2. Pricing: Our individual offer prices must be confirmed by the customer via a quote or phone. Payments are made in CHF, Euro, or USD. Other currencies are only accepted with written approval from Activgastro management.

3. Payment Terms: 50% of the agreed price is due at the start of the contract, with the remaining 50% due upon completion. Online training or courses must be paid in advance.

4. Invoice Delivery: Invoices will be sent by email. Late payment occurs 15 days after the invoice is received, without further notice. Activgastro reserves the right to charge interest as per legal regulations.

5. Additional Charges: Any additional services requested by the customer, beyond the scope of the contract, will incur additional costs, payable by the client.

Skonto

1. Activgastro Gonzalez may offer a discount (Skonto) on any service to the customer before the contract begins.

Termination

1. Notice Period: The customer has a 5-day notice period starting from the contract commencement date. If the 5th day falls on a public holiday, the next working day applies.

2. Right of Withdrawal by the Client: The client may withdraw from the contract at any time, provided they adhere to the 5-day notice period. If the client withdraws after the 5-day period, Activgastro reserves the right to charge for the work already completed. If the client withdraws shortly before the contract end, Activgastro may claim 100% of the agreed price.

3. Legitimate Withdrawal by Activgastro: In case of a legitimate withdrawal by Activgastro, the customer has no right to claim compensation or to demand completion of the service.

Legitimate Withdrawal: Non-receipt of the agreed payment.

4. Late Payment: If the client fails to make the final payment on time, Activgastro will charge a reminder fee of CHF 20.00. After receiving the reminder, the client has 20 days to settle the outstanding amount. If the payment is still not made and the client does not respond, Activgastro reserves the right to stop all services or withdraw from the contract without any obligation to complete the agreed processes.

Liability

1. Post-Completion Liability: Activgastro Gonzalez is not liable after the completion and implementation of the process. The customer is responsible for ensuring that both employees and supervisors continue to follow the process as planned.

2. Obligation for Success Monitoring: Activgastro is obligated to carry out a free success check, depending on the needs and size of the business.

3. Customer's Responsibility for Delays: If the customer prevents the contractor from delivering the required information on time or is unreachable, the customer will be responsible for any resulting damages caused by their actions.

Acceptance of Services & Work Results

1. Completed and finalized orders by Activgastro must be reviewed by the client. If no objections are raised by the client within three working days, the services will be considered accepted, even if the client has neglected to carry out the review.

Confidentiality

1. The parties exchange information regarding existing or potential future cooperation. This may involve disclosing business and trade secrets, as well as other confidential information, in both oral and written forms. Both parties are obligated to maintain confidentiality, especially regarding the customer's business secrets. Upon the customer's request, Activgastro is required to sign a separate non-disclosure agreement (NDA).

Data Protection

1. The collection and processing of personal data by the contractor and its service partners will be carried out in strict accordance with the provisions of data protection laws.

2. Data will not be forwarded to or sold to third parties under any circumstances.

3. Data will only be shared with our distribution partners and service providers in order to ensure the proper delivery of services.

Exclusivity

1. Without a different written agreement, Activgastro Gonzalez is entitled to work for multiple clients within the same industry.

Jurisdiction and Severability Clause

1. Jurisdiction: The exclusive place of jurisdiction for any disputes arising from or in connection with this agreement shall be the competent court in Bezirksgericht Andelfingen, Zürich, Switzerland.

2. Severability Clause: If any provision of these General Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of law, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the original intent of the parties.

Other Provisions

1. Changes to Terms: Activgastro Gonzalez reserves the right to change these General Terms and Conditions at any time. The client will be promptly notified of any changes.

2. Current Version: The latest version of the General Terms and Conditions is available on the Activgastro Gonzalez website. The version published on the website at the time of the contract is the valid one.

General Course Terms and Conditions of Activgastro
Effective: 15.11.2024 Version 1.1