

GENERAL TERMS AND CONDITIONS (GTC)

ESSENSACIONES GmbH · v1.1 · 15 October 2026

Ziegelbrückstrasse 107, 8866 Ziegelbrücke, Switzerland · CHE-247.196.101 ·
essensaciones@essensaciones.com

1. Supplier and scope

These General Terms and Conditions (GTC) apply to the sale of products and services by ESSENSACIONES GmbH (hereinafter “Essensaciones”), including business-to-business (B2B) transactions, consumer (B2C) sales, in-person sales, restaurant services, catering, events, courses, workshops and gastronomic experiences. Specific terms communicated and accepted for a transaction take precedence in respect of matters they expressly govern, within applicable legal limits. Terms relating to one activity do not apply to other activities.

2. Information, prices and contract formation

Offers and availability of products and services may vary. Unless expressly stated otherwise, an enquiry, request for information or quotation request does not in itself constitute acceptance of an order. A contract is formed when Essensaciones confirms an order or reservation, or when the applicable purchasing process is validly completed. Prices, taxes and applicable charges will be communicated through the relevant sales channel or quotation. Obvious errors will be clarified before final confirmation.

3. B2B sales: access and order requests

The professional area and its price lists are reserved for authorised customers. Customers may consult the price lists and complete the Excel order request form. Submitting a request does not, by itself, constitute an accepted order: Essensaciones will review availability, quantities and terms and expressly confirm the transaction. Products marked “Interesse” or “Auf Anfrage” require an enquiry and confirmation of price and availability.

4. B2B sales: commercial terms

The usual minimum order value is CHF 100.–. Smaller orders may be accepted by prior agreement. Payment is due within the period stated on the invoice or expressly agreed with the customer. VAT and transport charges are not included in professional price lists and are calculated separately. List prices may change without prior notice before an order is confirmed; subsequent changes will not affect an already accepted fixed price. For variable-weight products or whole pieces, the stated amount is an estimate: the actual weight will be shown on the delivery note and used for invoicing. Special orders or production runs may require advance payment and minimum quantities; once a quotation is approved, the agreed fixed price applies without additional discounts, unless expressly agreed otherwise.

5. B2B sales: late payment

After the invoice due date, a first payment reminder will be sent free of charge. From the second reminder onwards, CHF 50.– may be charged per reminder, to the extent permitted by applicable law and terms validly incorporated into the contract. The third reminder will normally be the final notice. If the debt remains unpaid, Essensaciones may initiate legally available debt-recovery measures.

6. Online shop and consumer sales

Products, prices, availability, taxes and delivery charges are displayed or communicated during checkout. Customers must check their details before completing an order. As a general rule, Switzerland does not provide an automatic statutory 14-day withdrawal right for every distance purchase. Essensaciones does not offer automatic voluntary returns; any goodwill return requires prior written agreement. Mandatory consumer rights and applicable rights relating to incorrect deliveries or defective products remain unaffected. Issues concerning perishable products must be reported particularly promptly.

7. Delivery, receipt and issues

Communicated delivery dates are estimates unless expressly confirmed as binding. Customers must provide accurate information and reasonable arrangements for receipt. Visible damage, errors or other issues must be reported to Essensaciones without delay, where possible with photographs and order details. This reporting requirement does not remove any mandatory statutory rights.

8. In-person sales and restaurant services

For purchases made in person, the prices and conditions displayed at the premises or point of sale apply. Table reservations and restaurant services are subject to availability and any specific terms communicated before acceptance. Where a reservation requires a deposit, minimum spend or specific cancellation terms, these will be communicated before confirmation.

9. Catering and events: quotations and payment

Catering and event quotations are valid for 10 days unless the quotation states a different period. As a general rule, a 50% deposit is requested when the quotation is accepted, unless the quotation specifies otherwise. Staff hours and other variable items are billed according to services actually provided where so agreed. Changes to guest numbers, menus, timings, location or scope may require renewed confirmation and price revision.

Final guest numbers and changes. Unless the quotation or event confirmation specifies a different deadline, the customer must notify Essensaciones in writing of the final number of guests and any menu changes at least 10 calendar days before the event. Later reductions will not automatically reduce the confirmed price, particularly where products, staff or services have already been committed. Any adjustment will be assessed in light of costs actually incurred, possible savings and the applicable cancellation terms. Later increases or changes are subject to availability and Essensaciones' express confirmation.

Allergies and intolerances. The customer must notify Essensaciones in writing of allergies, food intolerances and other relevant dietary requirements as early as possible, preferably when requesting a quotation or selecting the menu and, in any event, at least 10 calendar days before the event, unless a different deadline has been expressly agreed. Essensaciones will provide allergen information and consider possible adaptations according to ingredient availability and preparation conditions. Late notification may make certain adaptations impossible. Where preparation conditions do not allow traces or cross-contact to be excluded, their complete absence cannot be guaranteed, and the customer will be informed of relevant limitations.

Materials and equipment. The customer must take reasonable care of materials, crockery, glassware and equipment provided by Essensaciones. Damage or loss attributable to the customer or their guests may be charged at the reasonable, evidenced cost of repair or replacement, excluding normal wear and tear and damage not attributable to the customer. Materials supplied by third parties are also subject to their applicable terms.

10. Catering and events: cancellation by the customer

Unless validly agreed specific terms apply, the following cancellation charges are envisaged according to the time remaining before the service date: 31 days or more, no percentage-based cancellation charge, without prejudice to specific non-recoverable costs agreed in advance; 21–30 days, 25%; 11–20 days, 50%; and 0–10 days, 100%. Cancellation charges will be applied in accordance with mandatory legal rules and proportionality. Where the customer demonstrates that the loss caused is substantially lower than the stated charge, this will be taken into account, including costs avoided and reasonable opportunities to redeploy resources. Deposits will be credited against the amount ultimately due, and any difference will be settled.

11. Vessels and venues contracted from third parties

Where a customer contracts directly with an independent operator for a vessel, venue or other service, that operator is responsible for its own performance and contractual terms. Essensaciones is responsible for the gastronomic services it has contracted and confirmed. Where Essensaciones expressly arranges an additional booking in its own name, its obligations will be specified in the relevant quotation.

12. Courses, workshops and gastronomic experiences

Unless specific terms state otherwise, reservations for courses, workshops, Sunday paellas and gastronomic experiences must be paid in full in advance. Cancellation requests must be submitted to Essensaciones in writing, even where booking and payment were made through an external ticketing platform. Customers may request cancellation with a refund of the amount paid up to 10 calendar days before the start. Different proportionate terms may apply to special events requiring advance commitments or purchases, provided these are clearly communicated before booking and payment. If Essensaciones cancels the activity, it will refund the amount paid unless both parties freely agree to an alternative.

13. Changes, force majeure and liability

If circumstances beyond a party's reasonable control prevent performance, an appropriate solution will be sought in accordance with applicable legal obligations. Essensaciones does not exclude liability where exclusion is prohibited by law, in particular for intentional misconduct or gross negligence. The essential characteristics of products and services are those described and confirmed for each transaction.

14. Data protection and communications

The processing of personal data is described in Essensaciones' Privacy Policy. The use of cookies is explained in the Cookie Policy. Contractual communications may be sent through the channels provided by the customer. Acceptance of these terms must take place through a procedure appropriate to the relevant contracting channel.

15. Governing law and final provisions

These terms are interpreted under Swiss law, without prejudice to mandatory rules that may apply, particularly in consumer relationships. If any provision is invalid, the remaining provisions remain effective. The applicable version is the one communicated and validly incorporated into each contract; publication of a later version does not automatically amend existing contracts.