

## Terms & Conditions

### **TERMS OF USE: Last Revised: 05.10.2022**

#### **1. Object and scope of application**

RIPE & RÅ is recorded in the Commercial Register of the Canton of Geneva under the number CHE-187.514.129 and its headquarters are located in Rue des Lilas 4, 1203 Geneva, Switzerland. The company RIPE & RÅ proposes, by the web Site [www.ripeandra.com](http://www.ripeandra.com) the delivery of food and beverages, as well as a service of catering for events. It services the delivery to companies and private households. The present general terms of sale govern the contractual relation between on the one hand RIPE & RÅ and on the other hand its customers.

#### **2. The order**

Orders can be completed 24h in advance via contact form (found at [www.ripeandra.com](http://www.ripeandra.com)) or email ([hello@ripeandra.com](mailto:hello@ripeandra.com)) with a minimum order of CHF 150. Any order validated by the customer will be confirmed by an e-mail sent to the customer's e-mail address. The cancellation or modification of an order by both parties is possible until 24 hours before scheduled delivery, this via email to/from [hello@ripeandra.com](mailto:hello@ripeandra.com) during daytime between 06:00am and 13:00pm. The confirmation of the order is a binding contract between RIPE & RÅ and the customer.

RIPE & RÅ is freed from any obligations, or can suspend them, if services are rendered impossible in force majeure cases, without any claim to damages or penalties made by the customer.

#### **3. Cancellation**

If, for reason independent of RIPE & RÅ's efforts (such as an inaccurate address, unauthorized access, or weather or traffic conditions rendering delivery impossible, etc.), delivery becomes impossible, RIPE & RÅ reserves the right to cancel the delivery. The customer may not require compensation, under any form.

#### **4. Customer absence at delivery**

For security and product quality reasons, RIPE & RÅ strives to deliver to the customer in person. If the customer is not present at the time of delivery and has not provided relevant information, RIPE & RÅ's goods will be left at the door step or with a neighbor if such a request has been made prior towards the delivery form. RIPE & RÅ commits to respecting proper cold food handling procedures up to delivery to the customer, using adequate equipment. Once delivery has been made, it becomes the sole responsibility of the customer, regardless of his location at the time of delivery. It becomes the customer's responsibility to handle and store the goods according to health and sanitary standards. The customer bears the responsibility of the product once delivered, even if the delivery has been made to a neighbor or left at the doorstep in his or her absence. RIPE & RÅ declines any responsibility regarding theft or temperature variations or damage to the goods once delivered. However, if such a case occurs, the customer is invited to contact RIPE & RÅ.

#### **5. Incomplete delivery**

If a RIPE & RÅ product is unavailable at time of delivery, RIPE & RÅ will make a conscious effort to inform the customer in a short delay. The goods will not be invoiced and will not be sent at a later time. If a billed good cannot be delivered, the amount corresponding to the unavailable good will be reimbursed to the customer. There is no new delivery and the customer cannot ask for compensation.

#### **6. Place of delivery**

The delivery of RIPE & RÅ products is limited to the geographic area of canton Geneva, Switzerland. For any out of zone deliveries, the customer is asked to contact RIPE & RÅ, who reserves the right to accept or refuse the delivery, on a case-by-case basis. After the email confirmation of the order by RIPE & RÅ, the products ordered will be delivered to the customer, based upon the information supplied by the customer. It is of that responsibility to supply accurate and specific information.

#### **7. Acceptance of Terms of Use**

Please carefully read the following Terms of Use ("Terms") before using the ripeandra.com Web Site and ordering from us via our contact form and/or email (hello@ripeandra.com). By accessing and using this Site and sending us an inquiry/order, you acknowledge that you have read, understood and agree to be bound by these terms, which form an agreement that is effective as if you had signed it.

**YOUR ACCESS TO, USE OF AND BROWSING OF THE SITE AND ITS CONTENTS ARE SUBJECT TO ALL TERMS OF USE CONTAINED HEREIN AND ALL**

APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOUR PERMISSION TO ACCESS OR USE THE SITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

These Terms may be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the top of this page. Any changes in these Terms take effect upon posting and will only apply to use of the Site after that date. Each time you access, use or browse the Site or send us an order, you signify your acceptance of the then-current Terms.

## **8. Permitted Users of Site**

This Site is directed to persons 18 years of age or older. This Site and RIPE & RÅ do not knowingly collect information from persons under age 18 or children under age 13. If you are under 18 years of age, you may visit, browse and use the information on the Site, but you may not submit any personal information to the Site. If you are under age 13, you are not permitted to use this Site or to submit any personally identifiable information to the Site.

## **9. Permitted Use of Site**

The content available through the Site is the sole and exclusive property of RIPE & RÅ and/or its licensors. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site or the Content other than as expressly authorized by RIPE & RÅ in writing. Use of the Site or the Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under Swiss or international law. You agree not to access the Site by any means other than through a standard web browser.

So long as you agree and comply with these Terms, and unless these Terms are otherwise terminated or modified by RIPE & RÅ, you are permitted to view and use the Site and the Content solely for your own information and for purchase of the products or services offered here. You may not duplicate, publish, modify, distribute, perform or create derivative works from any part of the Site or the Content unless expressly authorized by RIPE & RÅ. You agree that you will not remove or modify any acknowledgements, credits or legal notices contained on the Site or in the Content.

## **10. Customer information**

During the ordering process, we obtain billing, mailing and other information to better serve you as a customer. This information is required in order to order from our web Site. You may request at any time to be taken off any email lists by unsubscribing through one of our emails. Persons who supply us with their telephone numbers on-line will only receive telephone contact from us or our shipping provider with

information regarding orders they have placed on-line. At no time is our customer information shared with other companies or entities for any reason.

## **11. Web Site security**

This web Site takes every precaution to protect our customer and user information. We have appropriate security measures in place on the web Site and in our physical facilities to protect against the loss, misuse or alteration of any information that we have collected from you at our Site.

All credit card information from card machine (Sumup) transactions and online bank payments are secured through a third-party merchant account provider. Any access to our customer database, shipping, order transaction, customer service and billing is individually password protected and is limited to those employees who need to perform specific functions.

## **12. Proprietary Rights**

You acknowledge and agree that, as between RIPE & RÅ and you, all right, title, and interest in and to the Site and the Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights are owned exclusively by RIPE & RÅ or its licensors and are protected by Swiss intellectual property laws and other applicable laws.

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## **13. User Generated Content**

**Prohibited Actions:** You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and RIPE & RÅ reserves the right to determine what types of conduct it considers to be inappropriate use of the Site. In the case of inappropriate use, the Site moderator may take such measures as it determines in its sole discretion.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

1. Use the Site or the Content for any purpose or make any other actions in violation of local, state, national, or international laws or regulations.
2. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
3. Take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure or otherwise in a manner that may adversely affect performance of the Site or restrict or inhibit any other user from using and enjoying the Communication Services or the Site.
4. Use the Site for unauthorized framing of or linking to, or access via automated devices, bots, agents, scraping, scripts, intelligent search or any similar means of access to the Content or any other materials or information available from the Site.
5. Aggregate, copy, duplicate, publish, or make available to third parties outside the Site in any manner any of the Content or any other materials or information available from the Site.
6. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
7. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
8. Upload or download files that contain software or other material protected by intellectual property laws or other laws, unless you own or control the rights thereto or have received all necessary consents.
9. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
10. Use the Site to make available unsolicited advertising or promotional materials, spam, pyramid schemes, chain letters, or similar forms of unauthorized advertising or solicitation.
11. Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
12. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

13. Engage in any other action that, in the judgment of RIPE & RÅ, exposes it or any third party to potential liability or detriment of any type.

**Submissions:** You are solely responsible for the User Materials that you post, share, email, transmit or otherwise make available via the Site. All Submissions are subject to these Terms. RIPE & RÅ is under no obligation to post or use any Submission and may remove any Submission at any time in its sole discretion.

By making a Submission, you represent and warrant that your Submission is true, your own original work, and does not infringe any other person's or entity's rights, and that you and any other person mentioned or shown in your Submission release any and all claims concerning sweet green's or its designees' use, modification or distribution of the Submission or any part thereof. You must own all rights, including copyright, to your Submission, and must hold all necessary releases concerning the contents of your Submission. You agree that you must evaluate, and bear all risks associated with, your disclosure of any Submission.

By making a Submission, you grant RIPE & RÅ and its licensees, assignees and designees an irrevocable, assignable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license, in their sole discretion, to use, distribute, reproduce, modify, combine, adapt, publish, translate, rent, lease, sell, publicly perform and publicly display your Submission (in whole or in part), along with your name or any part thereof and canton of residency, in RIPE & RÅ's discretion, on the Site or elsewhere, and to use or incorporate all or any part of your Submission into other advertising, promotion, research, analysis or other materials in any format or medium now known or later developed. You hereby waive any right to inspect such use and any claims based on privacy, publicity, defamation, misappropriation, intellectual property or similar claims for any use of your Submission.

#### 14. Links

**Links to Other WebSites and Search Results:** The Site may contain links to webSites operated by other parties. The Site provides these links to other webSites as a convenience, and your use of these Sites is at your own risk. The linked Sites are not under the control of RIPE & RÅ and RIPE & RÅ is not responsible for the content available on these third party Sites. Such links do not imply endorsement of information or material on any other Site and RIPE & RÅ disclaims all liability with regard to your access to, use of or transactions with such linked webSites. You acknowledge and agree that RIPE & RÅ shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other Site or resource.

**Links to the Site:** You may link another webSite to the Site subject to the following linking policy: (i) the appearance, position and other aspects of any link may not be such as to damage or dilute the reputation of RIPE & RÅ or the Site; (ii) the

appearance, position and other attributes of the link may not create the false appearance that your Site, business, organization or entity is sponsored by, affiliated with, or associated with RIPE & RÅ or the Site; (iii) when selected by a user, the link must display the Site on full-screen and not within a “frame” on the linking webSite; and (iv) RIPE & RÅ reserves the right to revoke its consent to the link at any time and in its sole discretion.

## **15. Modifications to Site**

RIPE & RÅ reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any portion thereof, with or without notice. You agree that RIPE & RÅ shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

## **16. Suspension and Termination Rights**

RIPE & RÅ reserves the right, at its sole discretion, immediately and without notice, to suspend or terminate your access to the Site for any reason, including without limitation any breach by you of these Terms. You agree that RIPE & RÅ shall not be liable to you or any third party for any such suspension or termination.

## **17. Disclaimer**

THE SITE AND CONTENT AND THE INFORMATION, SERVICES, PRODUCTS OFFERED FOR SALE AND MATERIALS AND ACTIVITIES CONTAINED IN OR ADVERTISED ON THE SITE, INCLUDING WITHOUT LIMITATION TEXT, GRAPHICS AND LINKS, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RIPE & RÅ AND ITS SUPPLIERS AND RELATED PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, PRODUCTS AND MATERIALS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Without limiting the foregoing, you are responsible for taking all necessary precautions to insure that any Content or access to the Site is free of viruses or other harmful code

## **18. Limitation on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RIPE & RÅ AND ITS RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY

OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE SITE, USE, INABILITY TO USE OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS AND MATERIALS AVAILABLE FROM THE SITE. IN NO EVENT SHALL RIPE & RÅ OR ANY OF ITS AFFILIATED ENTITIES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THESE ENTITIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF RIPE & RÅ ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR THE SITE SHALL NOT EXCEED CHF 50

**Exclusions and Limitations:** Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

## 19. Governing Law and Disputes

These Terms shall be governed by, and will be construed under, the laws of the canton of Geneva, Switzerland, without regard to choice of law principles. You irrevocably agree to the exclusive jurisdiction by the federal and state courts located in or for Geneva, Switzerland. To settle any dispute which may arise out of, under, or in connection with these Terms, as the most convenient and appropriate for the resolution of disputes concerning these Terms. Any cause of action or claim you may have with respect to these Terms, RIPE & RÅ, the Site or its Content must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

The Site is controlled within Switzerland. Those who choose to access the Site from locations outside of Switzerland do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable. RIPE & RÅ does not represent that the Site or Content are appropriate outside Switzerland.

## 20. Force Majeure

RIPE & RÅ shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control or unforeseen circumstances such as acts of nature or God, fire, flood, earthquake, accidents, strikes, war, terrorism, governmental act, failure of common carriers (including without limitation Internet service providers and web hosting providers), or shortages of transportation facilities, fuel, energy, labor or materials.



## 21. Miscellaneous

These Terms set forth the entire understanding and agreement between you and RIPE & RÅ with respect to the subject matter hereof. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. RIPE & RÅ failure to act with respect to any failure by you or others to comply with these Terms does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of RIPE & RÅ, and any assignment or transfer in violation of this provision shall be null and void. There are no third party beneficiaries to these Terms.

## 22. Product information

Upon delivery, the customer agrees to consume the reasonable time (24h). The customer is solely responsible for safely storing and preparing the delivered goods. **RIPE & RÅ cannot guarantee a total absence of allergens in its meals and cannot be held responsible as such.** For more information on this matter, the customer is encouraged to contact RIPE & RÅ under [hello@ripeandra.com](mailto:hello@ripeandra.com) or [www.ripeandra.com](http://www.ripeandra.com).

## 23. Applicable law

Swiss law applies to all contracts between RIPE & RÅ and its clients.

## 24. Jurisdiction

In case of litigation, RIPE & RÅ and the customer will make every effort to resolve the litigation amiably. If such a case becomes impossible, all litigation resulting from the interpretation execution of the contract linked to these general terms of sale will be handled by the tribunal of the canton of Geneva, with recourse handled by the federal tribunal. All other jurisdiction is equally reserved.