



## ■ CONTRACT

### § 1 Scope of service

gourmetta.paycard provides tools for simplifying the processing of goods and service order transactions and payments. Customers can use Online ordering at my.gourmetta.de as well as a chip card for cashless payment.

Online ordering and the use of the gourmetta.paycard is free-of-charge for customers.

### § 2 Ordering on the Internet and order placement

Goods or service offers on the internet or other publications do not constitute legally-binding offers. Only the order itself is binding. The contract is concluded upon acceptance of the order by gourmetta. The order is placed with gourmetta using, to name a few, terminal solutions in the respective catering facilities, internet, e-mail (bestellung@gourmetta.de), phone or fax. Additional orders and the cancellation of orders are possible within the service hours to be disclosed. In the event of orders on the Internet, customers are always identified by customer number and password. For orders at a terminal, this data is stored on a chip card in encrypted form. When ordering by phone or otherwise, please always provide your name and customer number to prevent incorrect orders. When placing orders by phone or fax, you will receive order confirmation in order to prevent errors when accepting deliveries.

### § 3 Billing

(1) Billing of the services received and paid by credit card occurs on a monthly basis. The invoice is settled by means of a debit order at the beginning of the following month. Placement occurs on a separate form. The customer receives a detailed invoice of the services received.

(2) gourmetta is entitled, in the event of returned direct debit, to invoice the fees incurred (e.g. bank fees) plus a processing fee of 10.00 Euros for each debit order. The customer is obliged to promptly transfer the invoice amount (outstanding payments) including fees to a gourmetta account.

(3) In general, invoices are due immediately following the invoice date and without deduction.

(4) For payments with the cash card, the corresponding amounts are charged to the credit immediately otherwise it is going to be charged within the credit line.

(5) The cash card can be recharged at charging points, which have been set up, either at properly equipped cash counters or online.

### § 4 Loss or damage to the cash or credit card

The general terms of use for the gourmetta.paycard apply. By signing the contract, these terms are accepted with binding effect.

### § 5 Limitation of liability

(1) The liability of gourmetta for damages resulting out of this contractual relationship is limited to the value of the good ordered unless a case of intent or grossly negligent conduct on the part of gourmetta is at hand.

(2) To the extent legally permissible, gourmetta's obligation to pay compensation for damages to the customer is limited to EUR 3 million for personal injury and EUR 3 million for damage to property.

### § 6 Right of revocation

There is no right of revocation as the good ordered may spoil readily due to its composition.

### § 7 Data protection

In order to process transactions, it is necessary that we collect, save, process and use your personal data so that we are able to properly handle your order and inform you in regards to your order. During all these processes, we respect the legal regulations regarding the data protection. Customer data is forwarded in encrypted form to a banking establishment for payment processing. We do not share your data with other third parties for general advertising purposes or for market or opinion research.

### § 8 Jurisdiction

The jurisdiction is the headquarters of the company in Radebeul.

### § 9 Severability clause

If individual provisions of this contract are or become invalid, then this will not affect the validity of the other provisions and the contract will, in all other respects, continue to be valid for both contractual parties. As a general rule, amendments hereto must occur in written form for their validity.