

General Terms and Conditions for Customers

The present 'General Terms and Conditions for Customers' are applicable to the relations between Takeaway.com and the Customers. Restaurants are referred to the 'General Terms and Conditions for Restaurants'.

1. Definitions

Offer: the range of products and services offered by the Restaurant that can be ordered by the Customer through the Platform.

Order: an order placed by the Customer with the Restaurant through the Platform as regards the Offer.

Customer: a natural person (over 18 years) or legal entity placing an Order through the Platform.

Agreement: an agreement between the Customer and the Restaurant regarding an Order and the delivery or collection of the Order.

Platform: the website(s), apps, tools and other equipment of Takeaway.com and its affiliated companies and business partners on which the Service is made available.

Restaurant: a company that prepares and sells meals, beverages and related articles and uses the Platform for the establishment and payment of the Agreements.

Restaurant information: the information about the Restaurant with regard to, among other things, company and contact information, product range (meals, side dishes, options and beverages, including allergens), prices for each individual product (including VAT), company logo, graphics, delivery area (including postal codes), delivery costs and minimum order amount and other information about the Restaurant.

Service: the commercial services and/or activities that are offered to the Customer by Takeaway.com, including publication of the Offer, facilitation of the conclusion of Agreements and transmission of Orders to the relevant Restaurant. The agreement with and services provided by the Restaurant to the Customers are not part of the service of Takeaway.com.

Takeaway.com: yd. yourdelivery GmbH, acting for itself and on behalf of any corporate entity or person that controls, are controlled by or under the common control, directly or indirectly, with Takeaway.com Group B.V.

Tip: voluntary amount paid by a Customer intended for the courier delivering the Order.

2. Identity of Takeaway.com

Takeaway.com operating under the name of 'Lieferando.de'

Address principal place of business:
Oosterdoksstraat 80
1011 DK Amsterdam
The Netherlands
CoC: 64473716
VAT no.: NL815697661B01

Correspondence address:
yd. yourdelivery GmbH
Cuvrystr. 50, 52, 54 / Schlesische Str. 34,
10997 Berlin
info@lieferando.de

Tel: 030 837 96 000 (available Mondays until Sundays from 08.00 am until 01.00 am).
Fax: 0800 202 07 702

3. Applicability

1. The present General Terms and Conditions for Customers are only applicable to the Service.
2. By placing an Order the Customer directly concludes an Agreement with the Restaurant for delivery of the Offer selected by the Customer.
3. Takeaway.com is not responsible for the Offer. As the case may be, the general terms and conditions of the Restaurant shall be applicable to the Offer in addition.

4. The Offer

1. Takeaway.com publishes the Offer on behalf of the Restaurants on the Platform, in accordance with the Restaurant information supplied by the Restaurants. Takeaway.com does not verify the accuracy or completeness of the restaurant information and is not responsible for the performance of the Agreement.
2. The Restaurant may use ingredients and additives of meals and drinks, that could cause allergies and intolerances. If a Customer is allergic to any foodstuffs, we advise to contact the Restaurant by telephone for current allergen information before placing an Order.

5. The Agreement

1. The Agreement is effective as from the moment the Customer finalizes the Order by clicking the 'Buy now' button at the end of the the process of placing an Order through the Platform.
2. After receipt of the Order, Takeaway.com will electronically confirm the Order to the Customer.
3. The Agreement can only be executed by the Restaurant if the Customer provides correct and complete contact and address information when placing the Order. The Customer is obliged to immediately report any inaccuracies in the (payment) data supplied or mentioned to Takeaway.com or the Restaurant.
4. The Customer is required to be available by telephone or email (as indicated when placing the Order) for both the Restaurant and Takeaway.com for information on the status of his Order.
5. If the Customer decides to have the Order delivered, the Customer must be present at the delivery address indicated by the Customer in order to receive the Order items. If the Customer is not present at the delivery address when the Order is delivered, and the Order is being delivered by Takeaway.com (rather than the Restaurant itself) Takeaway.com will make reasonable efforts to contact the Customer in order to determine where to leave the Order. If Takeaway.com is unable to contact the Customer, Takeaway.com may leave the Order at a

reasonable location outside, close to the delivery address. Takeaway.com will not be responsible for the Order (including the quality or safety of the contents of the Order when the Customer finds it) after delivering the Order. Please note that when the Restaurant is delivering the Order itself, rather than using Takeaway.com's delivery services, the Restaurant will decide whether to leave the Order outside the delivery address if the Customer is not present.

6. If the Restaurant that you place your Order with receives delivery services provided by Takeaway.com, Takeaway.com may charge the Customer a delivery fee and/or a service charge. The delivery fee and service charge applying to the Order may vary depending on a number of factors, including location, the Restaurant selected, and the value of the menu items in the Order, but these costs will always be shown on the Platform before a customer places an Order. A receipt for the delivery fees and service charge can be requested with Takeaway.com.
7. If the Customer decides to collect the Order, he should be present at the selected time at the collection location of the Restaurant, as indicated in the confirmation email, text message or on the Platform.
8. Upon ordering as well as when delivering or collecting Orders containing alcoholic products or other products with an age limit, Takeaway.com and the Restaurant can, pursuant to applicable laws and regulations, ask the Customer for identification. If the Customer cannot identify himself adequately or does not meet the minimum age requirements, the alcoholic products of the Order will not be delivered, and Takeaway.com and the Restaurant are also free to refuse the Order in its entirety. If the alcoholic products are not delivered pursuant to this section, the Customer may be charged a cancellation fee, which cancellation fee will consist of at least the value of the alcoholic products from the respective Order.
9. Takeaway.com does not accept any liability relating to the execution of the Agreement.
10. After placing the Order, the Customer can upon his sole discretion choose to tip a courier via the available online payment methods.
11. The Tip is intended for the couriers and cannot be considered as payment for services of Takeaway.com. Takeaway.com will thereby only act as a trustee and transferor of the tip amounts.
12. Takeaway.com will transfer the Tip to the couriers in case those are directly engaged via Takeaway.com. In case a courier is not engaged via Takeaway.com but directly by the Restaurant, Takeaway.com transfers the Tip to the Restaurant and obliges the Restaurant to pay-out the Tip to the courier. Takeaway.com cannot guarantee or be held responsible for the transfer of the Tip from the Restaurant to the courier.
13. After the Customer has received a confirmation of placing the Tip, the Tip cannot be refunded or returned.

6. Dissolution of the Agreement and cancellation of the Order

1. Considering the perishable nature of the Offer, the Customer shall not be entitled to dissolve the Agreement. Orders cannot be cancelled by the Customer with Takeaway.com. Cancellation of the Order with the Restaurant is only possible by the Customer if the Restaurant explicitly indicates that Cancellation of the Order by the Customer is possible.

2. The Restaurant is entitled to cancel the Order, e.g., if the Offer is no longer available, if the Customer has provided an incorrect or inoperative telephone number or other contact information, or in case of force majeure.
3. If the Customer places a false Order (for example by providing incorrect contact information, by not paying or by not being present on the delivery or collection location in order to receive the Order) or otherwise fails to comply with his obligations pursuant to the Agreement, Takeaway.com shall be entitled to refuse any future Orders from such Customer.
4. Takeaway.com is entitled to refuse Orders and cancel Agreements on behalf of the Restaurant, if there is reasonable doubt about the correctness or authenticity of the Order or contact information. If the Customer places Orders that appear as false or fraudulent, Takeaway.com may report this to the police.

7. **Withdrawal**

1. The Customer cannot revoke an Order with the Restaurant, as far as the delivery of goods is concerned:
 - which are not prefabricated and for the production of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer (§ 312g (2) no. 1 BGB);
 - which can spoil quickly or whose expiry date would be exceeded quickly (§ 312g para. 2 no. 2 BGB);
 - which for reasons of health protection or hygiene are not suitable for return if their seal has been removed after delivery (§ 312g para. 2 no. 3 BGB);
 - if these were inseparably mixed with other goods after delivery due to their nature (§ 312g para. 2 no. 4 BGB).
2. For the part of the order which does not fall under the exclusion facts mentioned above, the Customer is entitled to a right of withdrawal insofar as the Customer is a consumer within the meaning of § 13 BGB. "Consumer" is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed.

Cancellation

Right of withdrawal

You have the right to cancel the contract with the Restaurant within fourteen days without giving any reason.

The cancellation period is fourteen days from the date on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

To exercise your right of withdrawal, you must send a clear statement (eg a letter, fax but preferably an e-mail) to Takeaway.com (yd yourdelivery GmbH, Cuvrystr. 50, 52, 54 / Schlesische Str. 34, 10997 Berlin, info@lieferando.de, fax: 0800 202 07 702) about your decision to cancel the Agreement. You can use the attached model withdrawal form, which is not required.

In order not to exceed the cancellation period, it is sufficient to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the cancellation

If you revoke the Agreement, the Restaurant has to return all your payments, including delivery costs (except for the additional costs that result from you selecting a different type of delivery than the most favourable standard delivery offered by us), immediately and no later than fourteen days from the day on which the notification of your cancellation of the contract has been received by us. For the repayment, the Restaurant uses the same means of payment that you used in the original transaction, unless otherwise agreed with you; In no case will you be charged for repayment fees.

The Restaurant may refuse to repay until it has received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You bear the immediate costs of returning the goods.

You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods

- Model withdrawal form

- (If you want to cancel the Agreement, please fill out this form and send it back to us.)
- to yd. Yourdelivery GmbH, Cuvrystr. 50, 52, 54 / Schlesische Str. 34, 10997 Berlin, info@lieferando.de, Fax: 0800 202 07 702
- I / we (*) hereby revoke the Agreement concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*)
- Ordered on (*) / received on (*)
- name of the consumer (s)
- address of the consumer (s)
- Signature of the consumer (s) (only when notified on paper)
- date
- (*) Delete as appropriate.

8. Payment

1. At the moment the Agreement is concluded in accordance with the provisions these General Terms and Conditions for Customers, Customer is obliged to pay the Restaurant for the Order. The Customer may fulfil this payment obligation by using an online payment method through the Platform or by payment to the Restaurant at the door or at the collection location.

2. Subject to the provisions of these General Terms and Conditions for Customers, the (partial) reimbursement of an online payment shall only be possible if the Order cannot be delivered (entirely). The reimbursement shall always be made into the same account as the one from which the payment has been made. Depending on the payment method used by the Customer, the processing of the reimbursement will take a maximum of 10 working days.
3. The Restaurant has authorized Takeaway.com to accept the Customer's online payment on behalf of the Restaurant.

9. Complaints settlement

1. Complaints from the Customer about the Offer, the Order or the performance of the Agreement, are to be filed with the Restaurant. The sole responsibility for the Offer of the Restaurant and the performance of the Agreement lies with the Restaurant. Takeaway.com may only assume a mediating role.
2. If the Customer has a complaint as regards the Service, the complaint is to be communicated by means of the contact form, by email or ordinary mail to the Takeaway.com customer service, at the contact address as indicated in article 2 of the present General Terms and Conditions for Customers.
3. Once the complaint has been received by Takeaway.com, the latter shall react as soon as possible, but not later than within one week, with a confirmation of receipt. Takeaway.com aims to handle the complaint as soon as possible, but not later than within two weeks.
4. Complaints as described in sections 1 and 2 of this article must be filed promptly within due time after the Customer has detected the shortcomings, be fully and clearly described and filed with the respective Restaurant (section 1) or Takeaway.com (section 2).
5. The European Commission manages an ODR platform. This platform can be found on <http://ec.europa.eu/odr>. Takeaway.com explicitly excludes the use of any Alternative Dispute Resolution as referred to in Directive 2013/11/EU. The email address of Takeaway.com is info@lieferando.de.
6. Takeaway.com is not willing or obliged to participate in dispute resolution procedures before a consumer arbitration board.

10. Newsletter

1. When placing the Order, the Customer may also subscribe to the Takeaway.com newsletter. The Customer can unsubscribe from this newsletter through <https://www.lieferando.de/meinaccount/my-details> or by contacting the customer service (see 'Correspondence Address' in article 2 of these General Terms and Conditions for Customers). There are no other costs than the transmission costs according to the basic tariffs.

11. Reviews of the Restaurant

1. Takeaway.com offers customers the opportunity to rate the performance of the Restaurant. The customer's ratings must not be of radical, sexist, insulting, libelous or otherwise unlawful content and should otherwise violate any third party rights (including intellectual property rights).

2. Takeaway.com may post reviews on the platform and remove them from the platform if the ratings violate the aforementioned criteria.

12. Inspection and correction of stored personal data

1. Takeaway.com shall process personal data relating to the Customer. The processing of personal data is subject to the [Privacy Statement](#).

13. Takeaway.com's liability

1. Takeaway.com shall not accept any responsibility or liability for the contents of the Offer, the Restaurant information on the Platform, and/or Platform availability.
2. Apart from this, Takeaway.com is liable as follows:
 - a. In the following cases Takeaway.com is liable in accordance with the statutory provisions for reimbursement of expenses and damages (hereinafter referred to as "Damages"): in case of liability under the Product Liability Act (Produkthaftungsgesetz), in case of intent or fraudulent misrepresentation, in case of gross negligence, for injury to life, body or health, upon acceptance of a warranty by Takeaway.com and in all other cases of mandatory liability.
 - b. Takeaway.com is also liable for the culpable violation of so-called cardinal obligations for damages in accordance with the statutory provisions. Cardinal duties in this sense are all obligations whose infringement jeopardizes the achievement of the purpose of the contract as well as all obligations of which the fulfillment enables the proper execution of the contract and on whose observance the restaurant may regularly rely. However, as far as the breach of a cardinal obligation was only slightly negligent and did not lead to injury to life, limb or health, claims for damages are limited in height to the typical foreseeable damage.
 - c. Incidentally, claims of the Customer for damages against Takeaway.com - for whatever legal reason, in particular for material defect, lack of rights and / or breach of other obligations under the obligation or from a pre-contractual obligation (zBiSv § 311 Abs. 2 BGB) or from tort by Takeaway.com, its legal representatives, employees or agents, from § 311 a BGB- are excluded.
 - d. Insofar as the liability of Takeaway.com is limited or excluded according to the above provisions, this also applies to the personal liability of the legal representatives, employees and agents of Takeaway.com.
 - e. A change in the burden of proof to the detriment of the Customer is not intended with the provisions above.
 - f. An exclusion or a restriction of claims of the Customer on default interest or on the lump sum according to § 288 Abs. 5 BGB or on compensation of the damage, which is justified in costs of the legal pursuit, is not intended with the above regulations.
 - g. Claims of the Customer for damages expire conform their statutory time limitation.

14. Other

1. Exclusively the law of the Federal Republic of Germany, excluding the UN Sales Convention apply.

2. If any provision of these Terms and Conditions (or any part thereof) is ineffective, this shall not affect the validity of the agreement between the customer and Takeaway.com regarding the Service or Agreements.
3. These General Terms and Conditions are written in multiple languages and all versions shall have equal validity. If there is any conflict or inconsistency between the versions, the English version shall be the governing and prevailing version.