

TERMS AND CONDITIONS

WITHIN THE CONTEXT OF PURCHASE AGREEMENTS VIA THE FOOVE PAY WEB PORTAL

between

Foove GmbH, Brandshofer Deich 68, 20539 Hamburg, Germany, e-mail: team@foove.com, entered in the commercial register of the district court of Hamburg under HRB 149992, represented by the CEO: Sebastian Reza; VAT identification number: DE 192178154 - hereinafter "Foove" -

and

the respective customer - hereinafter "customer".

§ 1 Scope

These general terms and conditions apply to the business relationship between Foove and the customer in the version valid at the time of the order. Deviating general terms and conditions of the customer are not recognized unless the provider expressly agrees to their validity in writing.

§ 2 Conclusion of Contract

(1) To place an order on the Foove Pay web portal, a prior registration is required. We decide about your registration at our own discretion. By registering, we ensure in particular that customers who can place food orders can do this only for in the facilities that are approved for them (e.g. schools).

(2) The customer can select products, in particular prepared meals, from the Foove menu and collect these in a so-called shopping basket by clicking the "Add to shopping basket" button. By clicking the "Order with costs" button, the customer submits a binding request to purchase the goods in the shopping cart. Before sending the order, the customer can change and view the data at any time. However, the order can only be submitted and transmitted if the customer has accepted these contractual terms and conditions by clicking on the "Accept Terms and Conditions" checkbox and thereby included them in his application.

(3) Orders, changes to orders and cancellations of offers from the canteen are made via your personal area in the Foove Pay web portal. The order must be placed online no later than two working days before the desired meal date by 12:00 p.m.

For Monday, the order must be placed by 12:00 p.m. on the penultimate working day of the previous week (usually Thursdays, excluding public holidays). Orders can only be placed with sufficient credit.

(4) The provider then sends the customer an automatic order confirmation by e-mail, in which the customer's order is listed again and which the customer can print out using the "Print" function.

The text of the contract (consisting of the order, terms and conditions and order confirmation) is available to the customer in his customer area in the Foove Pay web portal. The text of the contract is stored in compliance with data protection.

(5) The contract is concluded in German or English at the customer's option.

§ 3 Changes and Cancellations

You can cancel or change your meal order no later than two working days before the desired meal date by 12:00 p.m. This also applies in the case of illness.

§ 4 Collection, availability of goods

(1) The following delivery restrictions apply: The food order can only be picked up at the selected facility upon presentation of the child's individual QR code. The QR code can be printed out or shown on the Foove Pay web portal on a mobile device. Collection is only possible on the day for which the food was ordered during the serving times of the canteen of the respective facility.

(2) A delivery of the goods is not possible. Shipping costs do not apply.

(3) Uncollected menus will be charged as the dishes have been prepared and made available for collection.

(4) In addition to orders, changes to orders and cancellations of offers in the web portal, spontaneous purchases of available menus can be made at the food counter. The QR code is required to identify the participant and the associated credit account. Spontaneous purchases can only be made if there is sufficient credit. Please note that prices may differ from pre-orders via the web portal.

§ 5 Terms of Payment

(1) The payment of the cost sharing takes place in the credit method, i.e. all payments must be made in advance. You will receive the account details after registration. You transfer your meal amount (e.g. with a standing order) to Foove's account with your reference (full name of the child and customer number). Depending on the bank, it can take up to four days from the transfer to the arrival on your credit account, so always transfer money early enough! In order to be able to place an order, your customer account must have a balance on the Foove Pay web portal otherwise meals cannot be guaranteed without credit.

(2) A discount or a subsidy will be charged according to the specifications of the institution responsible for the facility where the meal order can be picked up. The institution determines the type and form of the proof. The discount will be applied as soon as possible. A retrospective settlement of the claims as well as a settlement over already ordered meals are excluded. In this case, a refund must be requested from the licensing authority or the institution.

§ 6 Liability

(1) Customer claims for compensation are excluded. Excluded from this are claims for compensation by the customer resulting from injury to life, body, health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages that are based on an intentional or grossly negligent breach of duty by the provider, his legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

(2) In the event of a breach of essential contractual obligations, the provider is only liable for the contractually typical, foreseeable damage if this was caused simply by negligence, unless the customer claims for compensation resulting from injury to life, body or health.

(3) The restrictions of paragraphs 1 and 2 also apply in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

(4) The limitations of liability resulting from paragraphs 1 and 2 do not apply if the provider has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same applies if the provider and the customer have reached an agreement on the nature of the item. The regulations of the Product Liability Act stay untouched.

§ 7 Availability of Customer Service

If you have any questions about the catering offer, the ordering system, registration, etc., we will be happy to help you. You can reach us by email to team@foove.com.

§ 8 Dispute Resolution

The European Commission provides a platform for online dispute resolution (OS platform). This platform can be found at <http://ec.europa.eu/odr>.

Foove is not willing or obliged to participate in dispute resolution procedures before a consumer arbitration board.

§ 9 Right of Withdrawal

Instruction on the Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The right of withdrawal is 14 days from the day on which you or a third party named by you who is not the carrier took possession of the goods.

In order to exercise your right of withdrawal, you must inform Foove GmbH (Brandshofer Deich 68, 20539 Hamburg, Germany) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post or e-mail). You can use the attached sample revocation form for this, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send the communication regarding your exercise of the right of cancellation before the cancellation period has expired.

Consequences of Revocation

If you withdraw from this contract, Foove has to return all payments that Foove has received from you, including delivery costs (except for the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by Foove), immediately and at the latest within 14 days from the day on which Foove received notification of your withdrawal from this contract. For this repayment, Foove uses the same means of payment that you used in the original transaction, unless something else was explicitly agreed with you; under no circumstances will you be charged fees for this repayment.

Foove may refuse repayment until Foove has received the goods back or until you have provided proof that you have returned the goods, whichever is earlier.

You bear the direct costs of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Exceptions to the Right of Withdrawal

The participant cannot revoke the order to Foove insofar as it concerns the delivery of goods

- which are not prefabricated and for which an individual choice or determination by the consumer is decisive for the production or which are clearly tailored to the personal needs of the consumer,
- which can spoil quickly or whose use-by date would soon be exceeded,
- which have been sealed and which are not suitable for return for reasons of health protection or hygiene if their seal has been broken after delivery.

For parts of the order that do not fall under the exceptions mentioned above, the participant has a right of withdrawal if the participant is a consumer within the meaning of § 13 BGB. A consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed.

Sample Withdrawal Form

(If you want to revoke the contract, please fill out this form and send it back to us.)

To:

Foove GmbH, Brandshofer Deich 68, 20539 Hamburg, Germany

E-Mail: team@foove.com

I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of the customer

Address of the customer

Signature of the customer (only if notification is on paper)

Date

(*) Cross out what is not applicable.

§ 10 Final Provisions

(1) The law of the Federal Republic of Germany shall apply to contracts between Foove and the customer, to the exclusion of the UN Sales Convention. The legal regulations on the restriction of the choice of law and the applicability of mandatory regulations, in particular of the state in which the customer as a consumer has his habitual residence, remain unaffected.

(2) The contract remains binding in its remaining parts even if individual points are legally ineffective. In place of the ineffective points, the statutory provisions, if any, apply. Insofar as this would represent unreasonable hardship for one of the contracting parties, the contract as a whole will become ineffective.

Contact

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