

Allgemeine Geschäftsbedingungen für Endkunden

Brötchen.app Germany GmbH
Schuckenteichweg 25
33818 Leopoldshöhe
Germany

1. Introduction

1.1. Welcome to the Brötchen.app Germany GmbH app / website that is owned by Brötchen.app Germany GmbH, Schuckenteichweg 25, 33818 Leopoldshöhe ("BA" or "we").

1.2. BA's concept is to provide a digital ordering service for bakeries and their customers so that customer service can be brought to a modern level.

1.3. We offer the end consumer ("Customer") the opportunity to buy groceries ("Products") in bakeries and grocery stores etc. ("Stores") that are displayed on our Platform ("Service").

1.4. These general terms and conditions ("Conditions") apply to all end customers via our websites or app ("Platform"). Our PGB also apply to our sales partners and bakeries.

1.5. When placing an order (as defined below), the customer must accept these terms and conditions, so the customer is obliged to thoroughly review the terms before the customer places an order on the platform.

2. BA concept

2.1. The products are made available for purchase on the platform by the respective bakeries. The customer can buy the products by placing a purchase order on the platform.

2.2. The products are purchased by the customer when BA confirms this with a purchase confirmation.

2.3. As soon as a customer buys a product, the store undertakes to offer the products for sale as described here.

2.4. BA only mediates the purchase or sale of products on the platform between the customer and the respective stores and the purchase in no way creates a contractual relationship between BA and the customer with regard to the products or the purchase or sale of products. BA is therefore not responsible for the nature of the products or the fulfillment of the agreement between the store and the customer.

2.5. BA collects the purchase price (as defined below) for the products exclusively on behalf of the store and thus acts only as a payment agent on behalf of the store. The use of the platform by the customer is always free of charge.

3. Consent

3.1. By ordering on the platform, the customer confirms:

- To have full legal capacity;
- To be a consumer in the sense of § 13 BGB and to shop for personal purposes;
- To be at least 18 years old and in possession of a valid direct debit account, credit card or other means of payment that is available for payment on the platform.

3.2. BA reserves the right to revise and change these terms from time to time without giving a reason and at any time for future purchases. Users will be informed in good time of revisions or changes to these conditions before they come into force. If the user does not object within two weeks of receiving the notification of change, the changed conditions are deemed to have been approved. The user will be informed of this consequence in the change notification. The customer's order is subject to the conditions that apply at the time of the order by the customer, who accepts the current version with his order.

4. BA contact details and customer service

Brötchen.app Germany GmbH
Schuckenteichweg 25
33818 Leopoldshöhe
Germany

5. Registration and Products

5.1. With the registration the customer confirms the correctness and completeness of his data, in particular his name, his age, his payment information and his address.

5.2. The customer can only place an order after successfully registering on the platform. The customer can set up an account for this on the platform and choose a password.

5.3. The customer is responsible for keeping his access data confidential.

5.4. BA only mediates the contract between the customer and the store and bears no responsibility for the quality of the products or the performance of the contract between the store and the customer.

5.5. BA is not responsible for the manufacture, sale, purchase, storage, manufacture, production, processing, labeling, packaging, delivery or processing of the products. BA is also not responsible for the performance of the store's contractual obligations towards the customer in relation to the products, including manufacture, sale, purchase, storage, preparation, production, processing, labeling, delivery, the quality, the ingredients, the allergens or the handling of the products. Furthermore, BA is not responsible for compliance with applicable laws, including those applicable food regulations with regard to the manufacture, sale, purchase, storage, preparation, production, processing, labeling, delivery of and handling of foodstuffs, unless BA expressly states named as the manufacturer or seller of the product on the platform.

5.6. The customer can find information about the products and a description of the products on the platform. This information is only informative and is intended to enable the customer to assess selected products before making a reservation. It may happen that the platform is not updated and that the actual range of products, items in stock, etc. do not correspond to

those indicated on the platform. In these cases, BA assumes no liability, subject to any restrictions in accordance with Section 15. The stores are responsible for providing information about the products and ensuring that they are factually correct and up-to-date. BA assumes no responsibility for this, subject to any restrictions in accordance with Section 15.

5.7. If the customer has doubts about allergy warnings, the ingredients or other product information, the customer must clarify this with the store immediately before ordering. The store's contact information is displayed on the platform.

5.8. Upon pickup (as defined below), the store provides the customer with information about the list of ingredients, allergens and other labeling-related information about the product. All products purchased through the BA platform must be consumed immediately upon collection and / or in accordance with the instructions on the product label or the store.

5.9. BA shall not be liable or responsible for any failure or delay in fulfilling any obligation in connection with the Products, including with respect to manufacture, sale, purchase, storage, preparation, production, processing, labeling, delivery, quality, ingredients, allergens or handling with the products, subject to any restrictions in accordance with section 15.

6. Acquisition / Purchase of Products

6.1. The customer can find a list of the active stores in the app. If the customer has allowed the app to use location services, the app tracks the customer's location and the list shows stores near the customer. As soon as the customer has selected the store and the product, he is given the opportunity to complete his order by clicking on "Buy".

6.2. The list is created taking geographical criteria and saved favorites into account. The customer has the option of filtering the results taking into account the availability of products, the pick-up time, the type of products or other criteria set by BA.

6.3. The stores listed in the app are those that are active on the platform.

6.4. The presentation of the store's products on the platform does not constitute a binding offer by the store.

6.5. An order placed by the customer via the platform (click on the "Buy" button) is considered a binding offer by the customer to the store to buy a product.

7. Confirmation of purchase

7.1. After receiving the payment, BA begins processing it by sending the order to the relevant store. BA informs the customer that the order has been received ("order confirmation") and is being processed. Please note that the order confirmation that the customer can call up on the platform only shows that the order has been received and is being processed and does not mean that the order has been accepted by the store.

7.2. The order confirmation should be saved by the customer. The order confirmation contains information about the order placed by the customer.

8. Right of withdrawal

8.1. Since the products are perishable goods, we would like to point out that the customer has no right of withdrawal according to §§ 312ff., 312g BGB with regard to the agreement with the store.

9. Collection

9.1. Products ordered on the platform are to be picked up by the customer at the specified pick-up address ("pick-up"). The pick-up time is usually 10-30 minutes, but it can be both shorter and longer. However, the order must be collected no later than 30 minutes before closing time on the ordered and confirmed day. Otherwise the order will expire. The ordered goods are then either destroyed on behalf of the customer or donated to a non-profit organization. The description of the store and details of when and where the products can be picked up are shown on the platform and in the order confirmation.

9.2. If the customer comes to the pick-up address before the specified pick-up time, they should wait outside out of consideration for the other customers in the store. If the customer is late, the store may be closed and / or the product may no longer be available.

9.3. When collecting the goods, the customer must show the store staff his order code, which he found on the order confirmation in the BA app. It is the customer's responsibility to ensure that the order confirmation can be viewed in the app upon collection. The customer is obliged to verify that the products issued and the number of products issued correspond to the customer's order.

10th price

10.1. All prices are given in the currency of the country in which the store is located and include the applicable sales tax. Payment fees for online payments, unless otherwise specified, do not include. All fees associated with the order and payment are calculated and shown when the order is placed by the customer.

11. Payment terms

11.1. The customer can pay with debit and credit cards from various providers as well as other payment methods available on the platform.

11.2. When using a credit or debit card, the customer must enter their card number, expiration date and security code when placing a purchase order.

11.3. When a purchase order is placed, the amount set by the store for the products ("purchase price") is authorized or reserved in the customer's account ("account") according to the payment method selected. The purchase price is debited from the customer account

when the product is purchased (depending on the selected payment method). BA collects the purchase price from the customer on behalf of the store. BA may change, modify or restructure the payment process for its customers at its sole discretion.

11.4. The platform uses PCI-compliant payment service providers. Payment by debit or credit card on the platform is safe and certified by the card issuer. All payments are made over an encrypted internet connection.

11.5. BA does not store any debit or credit card information. This information is processed by the payment service providers and can be saved by them.

11.6. If the customer's credit card or payment method is declined when paying for an order, the customer must verify that the information entered is correct. If the customer has corrected the error and the credit card is still declined, BA recommends the customer to contact his bank.

11.7. Once the customer has placed an order using a credit or debit card and payment has been approved, the bank or card issuer will debit or reserve the full amount of the order. If the order is later rejected by the store or canceled for other reasons in accordance with these terms and conditions, the bank or the card issuer will not transfer the amount for the order to BA, but will be reimbursed by the store in cash to the customer. BA is not authorized to make inquiries about specific payment transactions at a customer's bank or card issuer. The customer has to do this.

11.8. By accepting these terms and conditions, the customer accepts the method of payment described above and agrees that BA is not responsible or liable in this regard, subject to any restrictions under Section 15.

12. Right to complain

12.1. Without prejudice to any existing legal remedies against the store, in the event of a complaint about a product, the customer should direct all complaints to BA customer service before considering other measures.

12.2. In the event that the measures taken by BA do not take place to the satisfaction of the customer, these terms and conditions do not limit the means available to the customer to resolve the dispute with the store in accordance with applicable law. The services offered are subject to consumer protection regulations and other statutory provisions governing the purchase of goods, as well as the provisions contained herein regarding defects and delays.

12.3. In the event of a complaint, the customer must contact BA via the complaint link on the website and provide the information and information requested about the products and explain why the customer is dissatisfied. After receiving the complaint, BA will process it, if necessary, in cooperation with the store and the customer will receive a response from BA within 10 working days.

12.4. If the customer is not satisfied with the response from BA, they can submit a complaint directly to the store.

13. Customer reviews

13.1. In particular (but not conclusively) reviews submitted by the customer via the platform may not:

Contains material that is defamatory, obscene or offensive;
Promote violence or discrimination;
infringe the intellectual property rights of another natural or legal person;
violate a legal obligation towards third parties (e.g. a duty of trust);
Promote illegal activity or invade someone else's privacy;
give the impression that they are from BA; or
Used to impersonate or misrepresent your association with another person.

13.2. BA is entitled to remove or change reviews that are published, uploaded or transmitted on the platform at any time if the review violates one or more of the above-mentioned prohibitions or is otherwise regarded as abusive.

13.3. The reviews contained on the platform are for informational purposes only and do not constitute a recommendation by BA. The reviews reflect the opinions of customers who have ordered through the platform or other third parties. All statements, advice or opinions of these persons are attributable solely to them. Accordingly, to the fullest extent permitted by law, BA assumes no responsibility or liability for any reviews, including but not limited to any errors, defamation, profanity, omissions, or falsehoods that the customer may encounter in such reviews.

13.4. BA is entitled to save customer reviews.

13.5. The customer does not receive any compensation or benefits from submitting reviews via the platform.

13.6. There may be a delay between the submission of the review and its publication.

14. Customer behavior

14.1. Customers are asked to behave respectfully towards guests, store staff and BA staff.

14.2. If a customer behaves in any way towards the store, the other customers of the store or BA, commits criminal offenses against or in the store in connection with the services, violates the rules of conduct of the store or BA or exhibits similar behavior, BA can, in particular after a complaint from the store, exclude or suspend the customer from the platform and the services or restrict his use of the platform. Such an intervention by BA does not restrict the means and rights of the store to assert any claims for compensation.

15. Limitation of Liability

15.1. BA is not liable for damage arising from or in connection with (i) matters for which the store is responsible, (ii) third-party negligence or through unaccountable interruptions in the

availability of the platform, (iii) orders from customers placed under Use of fraudulently acquired payment data or other contractual data (eg "phishing" of credit card data, identity theft, etc.) was made; (iv) the content of websites to which the Platform links, including the accuracy of the linked websites and the data protection on those websites; and (v) similar cases as set out under (i) - (iv), provided that BA is not at least negligent in breach of a related contractual obligation.

15.2. BA is not responsible for any failure or non-performance of its services if this is due to circumstances beyond BA's control (without BA having at least negligently breached any related contractual obligation). These circumstances may include disruptions to BA and / or store operations as a result of changes in the law, government or official measures, acts of war, terrorism, strikes, physical obstacles, lockouts and natural disasters.

15.3. BA's liability under these terms and conditions as well as this section 15 for damage caused by slight negligence is excluded, except in cases of breach of essential contractual obligations, the breach of which endangers the purpose of the contract and on whose fulfillment the user could particularly rely. In addition, BA's pre-contractual, contractual and non-contractual liability is limited to intent and gross negligence as well as to damage resulting from injury to life, limb or health. Liability for damage that occurs despite the assumption of a guarantee for the quality of the service as well as liability under the Product Liability Act remain unaffected. The limitation of liability also applies in the case of the fault of a vicarious agent of BA. The above limitations of liability also work in favor of the legal representatives and employees of BA and also apply in the case of pre-contractual and tortious liability.

16. Intellectual property

16.1. The customer may use the platform and print and download extracts from the platform for personal, non-commercial use under the following conditions:

The customer may not misuse the platform (including hacking or "scraping").

Unless otherwise stated, the copyright and other intellectual property rights in the Platform and in the material published on it (including but not limited to photographs and graphic images) are owned by BA or its licensors. These works are protected by copyright laws and treaties worldwide. All rights reserved. For the purposes of these conditions, any other use of extracts from the platform that is not covered by this clause is prohibited.

The customer may not change the digital or printed copies of materials that he prints in accordance with this clause. In addition, the customer may not use any images, photos or other graphics, video or audio sequences regardless of accompanying text.

The customer ensures that BA's copyright status as the author of the material on the platform is always recognized and referenced.

The customer is not permitted to use the materials on the platform or the platform itself for commercial purposes without obtaining a corresponding license from BA.

16.2. With the exception of the cases mentioned in this Clause 16, the platform may not be used without the prior written consent of BA. No part of the platform may be reproduced, stored or included in a public or private electronic data retrieval system or service on any other platform.

17. Applicable Law

17.1. These Terms (and any reservation and purchase of Products made under these Terms) are governed by the laws of the country in which the particular store from which the reservation or purchase is made is located. For consumers, this choice of law only applies to the extent that mandatory provisions of the law of the country in which the customer has his habitual residence continue to apply.

Version December 2020 (Translated by Google translate)