



[Non-binding convenience translation. Only the French version of these T&C, which can be found at <https://www.goflink.com/fr-FR/agb/>, is binding.]

Terms and conditions (T&C)

The following terms and conditions ("T&C ") of Flink SAS ("Flink", "we") govern the use of the Flink application ("Application") and the Flink website accessible at www.goflink.com/en-FR/ ("Website") and are applicable to all contracts between us on the one hand and you ("Customer", "you") on the other hand.

We are a simplified joint-stock company registered in the companies register Paris under the number 897 639 803 with its registered office at 4 rue de Marivaux, 75002 Paris. You can contact us at contact@goflink.com. You will find all our contact details in our imprint.

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§ 1 Scope of application and definitions

1.1 All deliveries and services provided by us are governed by these T&C. When placing your order, you declare that you have read and accepted these terms and conditions without reservation. Unfortunately, it is not possible for you to use our services if you do not agree to these T&C. If you are using our Services on behalf of a company,

business or organization (hereinafter, "**Organization**"), you represent and warrant that (a) you are an authorized representative of such Organization and (b) you have the authority to bind such Organization to these T&C.

1.2 General terms and conditions and other deviating terms and conditions of our customers are not accepted. The same applies if such conditions are mentioned in declarations and we do not expressly object to their inclusion.

1.3 The version of the T&C that applies is the one that was available at the time the contract was formed. You can view, download or save our current T&C at any time at <https://www.goflink.com/en-FR/agb/>.

1.4 If special rights and/or obligations are provided for in these T&C only for consumers or only for professionals, the following definitions shall apply:

1.4.1 "**Consumer**" means any natural person who acts for purposes that are not part of his or her commercial, industrial, craft, liberal or agricultural activity. Non-professionals - any legal person who does not act for professional purposes - are, unless otherwise specified, assimilated to Consumers.

1.4.2 "**Professional**" means any natural or legal person, public or private, who acts for purposes within the scope of his commercial, industrial, artisanal, liberal or agricultural activity, including when he acts in the name or on behalf of another professional.

§ 2 Use of the Application and Website

2.1 The terms and conditions of the Apple Store or Google Play Store that you have agreed or will agree to with their respective providers also apply to the use of the Application.

2.2 We strive to ensure continuous and uninterrupted accessibility and performance of our Application and Website. However, we assume no responsibility for their continuous and uninterrupted accessibility or availability. Flink reserves the right to temporarily interrupt access to the Platforms for maintenance or updating purposes.

It is strictly prohibited: (i) any behaviour likely to interrupt, suspend, slow down or prevent the proper functioning of the Application/Website, (ii) any intrusions or attempted intrusions into Flink's systems, (iii) any misappropriation of the Application/Website's system resources, (iv) any actions likely to impose a disproportionate burden on the latter's infrastructure, (v) any attack on the security and authentication measures, (vi) any acts likely to damage the rights and financial, commercial or moral interests of Flink or the users of its Application/Website, (vii) any practice diverting the Application/Website to ends other than those for which it was conceived and finally more generally (viii) any failure with the present CGV or the laws and regulations in force.

2.3 We reserve the right to temporarily or permanently block the use of the Application/Website by a Customer for legitimate reasons. During the blocking period, we are entitled to refuse the orders placed by the Customer and/or to refuse to execute them. The following in particular constitute legitimate reasons:

- 2.3.1 repeated refusal by the Customer to accept deliveries without justification or is not available upon time of delivery;
- 2.3.2 Customer's behaviour towards our employees that constitutes a violation of the legal provisions in force or is socially and ethically unacceptable;
- 2.3.3 the violation by the Customer of essential obligations of these T&C.

§ 3 User accounts

- 3.1 Insofar as the registration of a user account is necessary for the use of our services, the Customer is obliged to provide truthful personal information (name, e-mail address, telephone number) when registering. The Customer shall keep the registered information up to date at all times. We reserve the right to delete multiple registrations.
- 3.2 The Customer is responsible for preventing unauthorized access to his/her user account. Customer is responsible for all activities originating from its user account, unless the unauthorized access occurs through no fault of its own. Customer must notify us of any unauthorized access immediately upon learning of it.
- 3.3 Customer is prohibited from (i) using or attempting to use another person's User Account without authorization (ii) accessing and/or using another person's personal payment information without that person's consent, (iii) creating a User Account using a false identity or the identity of another person without that person's consent, or (iv) accessing any of the Application/Website by circumventing the intended registration process provided by us.

§ 4 Conclusion of the contract, quantity limitations

4.1 When entering the delivery address in the Application or on the Website, you can see whether the desired delivery address is located in one of our delivery areas, and if our stores are currently open for ordering. If this is not (yet) the case, an order is not possible.

4.2

The presentation of articles on the Application/Website does not constitute a binding offer, but only an invitation for the Customer to make a selection of goods and to submit a purchase offer to us. The addition of products to the shopping cart does not result in the conclusion of a sales contract between the Customer and Flink.

4.3 By sending the order via the Application/Website by clicking on the "Buy Now" button (or a corresponding button clearly designed for this purpose), the Customer submits a binding offer for the goods placed in the shopping cart at the indicated price. The minimum order value is 1.00 euro.

4.4 Once the order has been placed, a legally binding contract is concluded when the order is accepted by us, i.e. when the order confirmation and/or when the Customer is automatically asked to select the desired payment method. If the delivery of the ordered items has become impossible at the time of the order confirmation, for example because the desired goods are no longer in stock, no order confirmation will be sent to the Customer and/or the Customer will not access the selection of the payment method. In this case, no contract will be concluded, and the Customer will be informed immediately.

We would like to point out that we do not sell or deliver to minors any goods that are subject to the provisions on the protection of minors and public health (e.g. tobacco products, alcoholic beverages etc.). For this reason, we ask the customer to confirm that he/she has reached the age of majority with every order for such goods. We refuse all offers from minors to purchase such products. In addition, the provisions of articles § 5.4 and § 17 apply.

4.5 If, in exceptional circumstances, the delivery of goods which the Customer has bindingly ordered in accordance with § 4.4 is not possible, for example due to the lack of availability of individual items or due to unforeseen capacity shortages we shall inform the Customer immediately after becoming aware of this circumstance. In this case, we will refund the purchase price already paid for the items concerned by the payment method originally used.

4.6 We reserve the right to limit the quantities of products supplied to you. When adding a larger quantity to the shopping cart, the Customer will receive a notice informing him/her of the quantity limit applying to a specific item. Even in the absence of such a quantity limit indication, we only deliver quantities and selections of products that remain within the scope of normal household consumption. We reserve the right to reduce the quantity of items selected by the Customer if it exceeds normal household quantities.

§ 5 Delivery address, delivery

5.1 Delivery shall be made as soon as the order has been placed and shall be provided by Flink or by a company affiliated with Flink (within the meaning of the Commercial Code) ("**Affiliated Company**"). In the event of subsequent performance, delivery periods shall be agreed separately with the customer. We shall be entitled to make partial deliveries if this is reasonable for the customer.

- 5.2 By submitting the order, the Customer declares that his personal information and the delivery address provided are correct. The Customer is solely responsible for providing a complete, correct and accurate delivery address. If necessary, he/she must add additional information (floor, apartment, etc.) or additional instructions necessary for the delivery.
- 5.3 The Customer and/or a person designated by the Customer must be present at the specified delivery address upon delivery. In addition, Customer must be available for questions regarding the delivery address at the telephone number provided by Customer during the ordering process. If the Customer and/or the person designated by the Customer is not at the delivery address and the Customer cannot be reached at the telephone number provided by the Customer, we are depending on its content, entitled to drop off the order at the delivery address (e.g. in front of apartment door) at the risk of the Customer. Alternatively, the order will be cancelled by Flink within the scope of the legal requirements and the full order price shall be charged to Customer. .
- 5.4 Goods that are subject to protection of minors and public health regulations (e.g. tobacco products, alcoholic beverages) will deviating from the delivery process described above only be handed over in person to the Customer and only to customers who have reached the age of 18. These goods will not be handed over to third parties or to customers under the age of 18. For this purpose, we are entitled to demand that an identity card or a comparable official document with a photo (passport, driver's license, etc.) be presented to the delivery person upon delivery. In addition, the customer must confirm that he/she is of age during the order process (see § 4.5 (2) above). If the goods cannot be delivered due to insufficient age verification and/or insufficient personal identification at the delivery address, the additional costs of returning the order shall be borne by the Customer.

§ 6 Contactless delivery, Click&Collect

- 6.1 Unless otherwise specified in the order process delivery shall be made by personal handover of the goods at the delivery address selected by the Customer during the order process. If desired and at the risk of the Customer, the delivery can also be made contactless by leaving the goods at the specified delivery address (for example, in front of the apartment door). We point out that a contactless delivery of goods, which are subject to the youth protection regulations, is excluded and can be refused by Flink in individual cases (e.g. regarding high-priced articles).
- 6.2 In addition, we may offer our customers at some of our locations the option to pick up goods ordered in advance or on site by themselves (“**Click&Collect**”). Ordered goods must be picked up within one hour after ordering at the pickup address provided in the ordering process. Please allow a few minutes on site, as we will prepare your order on

time as soon as you arrive at the pickup address. The time slots offered for Click&Collect may differ from opening hours. Please note that Click&Collect is not available at all locations.

§ 7 Retention of title

The ordered articles remain our property until full payment. Before transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without our express consent.

§ 8 Prices, delivery costs, tips

- 8.1 Only the purchase price of the articles stated on the Application/Website is applicable. All prices displayed on the Application/Website are inclusive of VAT at the legal rate applicable to the item concerned. The value added tax is indicated separately for each article. The current total value of the shopping cart is shown to the Customer at any time in the shopping cart or in the order summary.
- 8.2 The delivery charges indicated separately apply to delivery in France and are clearly communicated to the Customer before the submission of his final offer of purchase.
- 8.3 The Customer may voluntarily leave a tip to the drivers of Flink or the drivers of the Affiliated companies . The tip is intended exclusively for the delivery person and cannot be considered as a payment for the ordered goods. Furthermore, we would like to point out that tips given in cash by Customers belong to the delivery personnel concerned. The same applies if tips are given by the Customer via a function of our Application/Website : they will be allocated to the drivers who are employed by Flink or an Affiliated Companies. Flink will take the necessary steps to ensure that the amount is paid to the respective driver.

§ 9 Payment, due date

- 9.1 Payment of the purchase price and the invoiced delivery costs shall take place immediately after the order has been placed or shall become due upon conclusion of the contract.
- 9.2 Payment for goods can be made using the payment options we currently provide on the Application/Website at the time of ordering. We reserve the right to offer additional payment options or to exclude certain payment options at any time.

§ 10 Deposit items

- 10.1 In the case of beverages and other articles on whose packaging a deposit is charged ("**Deposited Products**"), this deposit shall automatically be added to the price shown on the Application/Website. The deposit amount is indicated separately.

§ 11 Vouchers

- 11.1 Flink may, at its sole discretion and on a voluntary basis, conduct marketing and promotional campaigns that include promotional codes, vouchers, discounts and other promotional offers for use via the Application and/or the Website (collectively "**Vouchers**"). There is no right to obtain such Vouchers.
- 11.2 The conditions applicable to the Vouchers (e.g., validity period, minimum order quantities and goods for which a Voucher is or is not valid) shall be communicated to the Customer prior to or upon receipt of the Voucher, whereby Vouchers are generally not applicable to deposits, tobacco products or price-linked goods. The combination of several Vouchers and other discounts is not permitted.
- 11.3 Each Voucher can only be used once by the Customer. This applies, in particular, to any new customers discounts. The use and/or redemption of a Voucher addressed to new customers may be refused by us and a discount already granted may be revoked if the customer places an allegedly first order using payment details, personal details and/or a delivery address that are identical or virtually identical to details already known to us, or using a device already registered in our system.
- 11.4 The respective Vouchers are granted free of charge by Flink. A resale of Vouchers or any other paid distribution of Vouchers by the Customer is prohibited. The same applies to use for commercial purposes, in particular use for promotions such as online advertising, public dissemination on websites in which the Customer participates without being the main content owner (such as Wikipedia, Reddit, voucher sites, etc.) as well as publication on blogs and websites primarily intended to promote prizes or make them accessible to a large number of people. Furthermore, it is not permitted to distribute the Promotional Codes by means of mass e-mails, messages to persons unknown to the Customer or automated systems or bots.
- 11.5 Cash payment of a Voucher is not possible. Any further credit at the end of the order process is excluded. Unused discounts will not be refunded.
- 11.6 Flink reserves the right to cancel, suspend the validity of or refuse to use any Vouchers, generally and without notice, if irregularities have been committed in connection with its issue or use. In addition, if Customer fails to comply with the terms and conditions governing the use of a Voucher and/or the provisions of this § 11, Flink has the right to revoke the Voucher on a case-by-case basis and to withdraw the discount granted to Customer. Flink reserves the right to block Customer from placing future orders.

§ 12 Right of withdrawal

- 12.1 If you purchase our goods for purposes that do not fall within the scope of your professional activity, you have the right to cancel and return your order as a Consumer (Article L. 221-18 of the French Consumer Code), except for the products mentioned in §13.

Right of withdrawal

You have the right to revoke the contract within 14 days without having to justify your reasons or pay any penalty. The period is 14 days from receipt of the products by you or a third party designated by you, other than the carrier.

To exercise your right, you must notify us of your decision in the form of an unambiguous statement, for example by post or e-mail sent to one of the following addresses:

Flink SAS, 4 rue de Marivaux, 75002 Paris, France

E-Mail: contact@goflink.com

You can also complete and return the template withdrawal form below (using the form is not mandatory). In order to comply with the withdrawal period, it is sufficient for you to send the form or a corresponding notification before the withdrawal period expires.

Consequences of withdrawal

If you revoke the contract, we are obliged to refund all payments received from you, including delivery charges, without undue delay and no later than 14 days from the date we receive notification of your decision to withdraw from the contract. For this refund, we will use the same method of payment that you originally used, unless otherwise expressly agreed with you; you will not be charged any fee for this refund.

You bear the direct costs of returning the products (article L 221-23 (2) Code de la consommation). You can be held responsible for any diminished value of the items resulting from the handling of the goods beyond that necessary to establish their nature, characteristics and proper functioning.

[end of information].

Template withdrawal form :

[If you wish to revoke the contract, you may fill out this form and return it to us.]

Flink SAS,
4 rue de Marivaux,
75002 Paris, France,
E-mail address: contact@goflink.com

I/We (*) hereby give notice that I/we revoke my/our contract of sale for the following products (*Please indicate the products ordered*):

ordered on (*) / received on (*) ...

Name of the Consumer(s): ...

Address of the Consumer(s): ...

Signature of Consumer(s) (only in case of notification in writing):

Date:

(*) Cross out what is not applicable.

§ 13 Exclusions of the right of withdrawal

- 13.1 According to the law, the right of withdrawal does not apply to contracts for
 - 13.1.1 the supply of goods that are likely to deteriorate or expire rapidly;
 - 13.1.2 the supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection;
 - 13.1.3 the supply of audio or video recordings or computer software when they have been unsealed by the consumer after delivery;
 - 13.1.4 the supply of a newspaper, periodical or magazine, except for subscription contracts for such publications, and
 - 13.1.5 in all other cases set out in Article L. 221-28 of the French Consumer Code.
- 13.2 The right of withdrawal shall expire in the case of a contract for the provision of services if the Entrepreneur has provided the entire service and has only begun to provide it

after the consumer has expressly agreed to it and has at the same time confirmed that he is aware that he loses his right of withdrawal when the trader has fully performed the contract.

§ 14 Warranty, agreement on quality

- 14.1 We shall be liable for defects of quality (defects of conformity and hidden defects) of the goods in accordance with the legal provisions in force, namely articles L. 217-3, and following of the French Consumer Code and articles 1641 and following, and 1648 of the French Civil code.

- 14.2 It is recalled that the consumer, when making a claim under the legal guarantee of conformity :
 - 14.2.1 - has a period of two years from the delivery of the property to act;
 - 14.2.2 - may choose between repairing or replacing the goods, subject to the cost conditions set out in Article L. 217-12 of the Consumer Code;
 - 14.2.3 - is exempted from proving the existence of the defect of conformity of the good during the twenty-four months following its delivery.

The legal guarantee of conformity or hidden defects shall apply independently of any commercial guarantee that may have been granted.

The Customer may also decide to enforce the guarantee for hidden defects of the thing sold in application of Article 1641 of the Civil Code. In this case, he can choose between the resolution of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

- 14.3 To report defects and to exercise your rights, please contact our customer service in the first instance via the Application/Website or at contact@goflink.com. We will endeavour to investigate all complaints as quickly as possible and to find an amicable solution with you. In order for us to be able to check the justification of your complaint, you are obliged to inform us immediately, at the latest within 24 hours after delivery, about any defects in the order, enclosing meaningful pictorial material. In the event of a subsequent delivery or refund, we are not entitled to demand that the defective product be handed over to us. Therefore, please have the product ready for collection by our staff.
- 14.4 The description of the goods on our Application/Website does not constitute a quality guarantee or quality agreement. The product descriptions on our Application/Website

do not always have to correspond to the appearance of the delivered goods. Claims for defects claims shall not exist in this respect to the extent that the deviation is reasonable for the Customer.

- 14.5 Damage caused by the Customer's own fault during handover, installation, connection, use or storage does not constitute grounds for a claim against Flink.
- 14.6 If the Customer is a Professional, the following provisions apply: The Customer is obliged to inspect the goods immediately after receipt and thus check whether they have been damaged in transit. Obvious transport damage must be reported to Flink in writing without delay. The Customer must have any damage to the packaging confirmed in writing on receipt of the goods. If such a defect is discovered later, the report must be made immediately after its discovery. The Customer is only entitled to warranty claims due to transport damage if it has complied with its obligation to inspect and notify in accordance with this article §14.6.

§ 15 Limitation of liability

- 15.1 Flink shall be liable without limitation in accordance with applicable laws in case of intent or gross negligence as well as in cases of the assumption of a guarantee of quality, in the event of fraudulent concealment of defects and in the event on injury to life, body and health.
- In the event of damage to property and pecuniary loss caused by Flink due to slight negligence, Flink shall only be liable (except for the cases mentioned in § 15.1 above) in the event of a breach of an essential contractual obligation, but limited to the amount of the damage foreseeable at the time of the conclusion of the contract ;
- 15.2 Flink can exonerate itself from whole or part of its responsibility by bringing the proof that the non-performance or the bad execution of the contract is ascribable either to the Customer, or to the fact, unforeseeable and insurmountable, of a third with the contract, or to a case of force majeure (article L. 221-15 Code de la consommation).
- 15.3 The above exclusions and limitations of liability shall also apply with regard to the liability of Flink's employees representatives and vicarious agents as well as Affiliated Companies.
- 15.4 Liability under product liability law remains unaffected.

§ 16 Data protection

Our data protection regulations can be found at <https://www.goflink.com/en-FR/privacy/>.

§ 17 Protection of minors

- 17.1 On our Application/Website, it is possible to order goods that are subject to the provisions of the protection of minors and public health (e.g. tobacco products, alcoholic beverages, etc.). We would like to point out that these goods are only issued to people who have reached the age of majority (i.e. 18 years old).
- 17.2 If an order includes products whose sale is subject to age restrictions, we ensure that the Customer has reached the required minimum age by using a reliable procedure including a personal identity and age check. The goods will only be handed over after the age check and only to the Customer in person (see above under 5.4).

§ 18 Intellectual Property

- 18.1 Our Application and Website are protected by intellectual property laws. We grant you a non-exclusive, non-transferable right, limited in time and revocable at any time, to use the Application and the website to order goods in accordance with these T&C. Any other use of our Application/Website, including the images, signs, symbols or product descriptions contained therein, is prohibited without our express consent. In particular, when using our Application/Website, you are not allowed to extract (e.g. by "scraping") the information displayed on our Application/Website, in particular regarding the goods we offer for sale, and/or to use this information further outside our Application/Website.
- 18.2 All company logos, brand names and product names used in our Application and Website are for illustration purposes only. The copyright of the corresponding graphics, brand and product names belongs to the respective brand owners and licensees. With the exception of our own Flink brands, all brands, brand and product names mentioned are generally the property of the companies behind them.

§ 19 Applicable law and place of jurisdiction

- 19.1 All disputes arising from this legal relationship shall be governed by French law, with the exception of its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. If the Customer is a Consumer, he is nevertheless entitled to the protection of the mandatory provisions of the law which would be applicable without this clause, in accordance with Article 6 (2) of the Regulation (EC) 593/2008.
- 19.2 In the absence of an amicable outcome and notwithstanding the origin of the conflict, disputes relating to the execution or interpretation of these T&C will be submitted to the competent courts, in accordance with the legal and regulatory provisions in force, and

in particular Article R.631-3 of the French Consumer Code and Article 46 of the French Code of Civil Procedure.

§ 20 Consumer dispute resolution procedure

20.1 If you have a complaint, please contact our Customer Service or contact us at contact@goflink.com. We always try to resolve any disputes with our customers ourselves. The Customer consumer has the right to have recourse free of charge to a mediator of consumption for the friendly resolution of any dispute of consumption which would oppose it to Flink, under the conditions envisaged in articles L. 612-1 and following of the French Consumer Code. It is however held to address us its complaint as a preliminary.

In the absence of amicable agreement, the Customer consumer can seize the mediator to which Flink belongs: the Association of the European Mediators, AME Conso, 11 place Dauphine 75001 Paris, <https://www.mediationconso-ame.com/>.

20.2 The European Commission has set up an Internet platform for the online settlement of disputes ("RLL platform") between professionals and consumers. The RLL platform can be found at www.ec.europa.eu/consumers/odr/.

§ 21 Contractual language, severability clause

21.1 The language of the contract is French. Any translations of these T&C are provided solely as a service to our customers; only the French version is binding. The translation of these T&C into a language other than French shall have no effect on the interpretation or application of these T&C. In case of discrepancies, the French version shall prevail over any translations.

21.2 The invalidity of one or more provisions of this Agreement shall not affect the validity of the remainder of the Agreement. The invalid provisions or those declared invalid shall be replaced by the legal provisions in force.