



[Convenience translation only. The German version of this T&C, which can be found at <https://www.goflink.com/de-AT/agb/>, shall be authoritative.]

### General Terms and Conditions (T&C)

The following General Terms and Conditions ("T&C") of Flink Austria GmbH with its registered office in Vienna ("Flink", "we") are applicable to all contracts between us on the one hand and you ("Customer") on the other hand.

Insofar as designations for professions, groups or persons are used within these T&C, in the interest of better readability, we refrain from listing other forms of language in addition to the generic masculine form. All designations apply equally to all genders.

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#### § 1 Scope of application, definitions

- 1.1 All deliveries and services provided by us to you are based on these T&C. By placing an order, you agree to the validity of these T&C without any restrictions. If you do not

accept the T&C, you may not use our services. If you are using our services on behalf of a corporation, company or organization (collectively, the "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 TOS.

- 1.2 General terms and conditions as well as other deviating conditions of our customers are not accepted. This shall also apply if reference is made to these conditions in declarations and we do not expressly object to their inclusion.
- 1.3 The version of the T&C valid at the time of the conclusion of the respective contract shall apply. Our currently valid T&C can be viewed, downloaded, and saved at any time at <https://www.goflink.com/en-AT/agb/>.
- 1.4 If special rights and/or obligations are agreed in these T&C only for consumers pursuant to § 1 Abs. 1 Nr. 2 KSchG or only for entrepreneurs pursuant to § 1 Abs. 1 Nr. 1 KSchG, the following definitions shall apply:

1.4.1 "Consumer" within the meaning of § 1 para. 1 no. 2 KSchG is a person who concludes a legal transaction which is not part of the operation of his business.

1.4.2 "Entrepreneur" within the meaning of § 1 para. 1 no. 1 KSchG is someone who concludes a legal transaction which is part of the operation of his enterprise. An enterprise is any permanent organization of independent economic activity, even if it is not profit-oriented.

#### § 2 Use of App and Website

- 2.1 The sale of our goods takes place via the Flink app ("App") and the Flink website, which is accessible via <https://www.goflink.com/en-AT/> ("Website") (App and Website each also "Platform" and together the "Platforms"). The Platforms are operated by a company affiliated with us, Flink SE, with its registered office in Berlin.
- 2.2 The terms and conditions of the Apple App Store or the Google Play Store, which you have agreed with the respective provider of the Apple App Store or the Google Play Store or will agree in the future, shall also apply to the use of the App.
- 2.3 We strive for the continuous and uninterrupted accessibility and performance of our App and Website. However, we do not assume any liability for their permanent availability.
- 2.4 It is strictly prohibited: (i) any conduct likely to interrupt, suspend, slow down or prevent the proper operation of the App/Website, (ii) any interference or intrusion attempts into our systems, (iii) any detour of the App/Website's system resources, (iv) any actions likely to cause a disproportionate load on our infrastructure, (v) any breaches of security and authentication measures, (vi) and actions that violate our financial, commercial or

intangible rights and interests or those of the users of our App/Website, (vii) any practices that misuse the App/Website for purposes other than those for which they were designed and finally, more generally, (viii) any violations of these T&Cs or applicable laws and regulations.

- 2.5 We reserve the right to temporarily or permanently block individual customers from using the App/Website for good cause. During the period of suspension, we are entitled to reject orders placed by the Customer and to refuse to execute them. Good cause shall be deemed to exist in particular if
- 2.5.1 the Customer repeatedly refuses to accept deliveries without justification or is not available upon time of delivery;
  - 2.5.2 the Customer behaves towards our employees in a way that violates the laws or is otherwise socially and ethically unacceptable.
  - 2.5.3 the Customer violates essential obligations under these T&C.

### § 3 User accounts

- 3.1 If the registration of a user account is required for the use of our offers, the Customer is obliged to provide truthful information about his personal data (name, e-mail address, telephone number) during the registration process. The Customer is obliged to keep the deposited data up to date at all times. We reserve the right to delete multiple registrations.
- 3.2 It is the customer's responsibility to prevent unauthorized access to his user account. The Customer shall be liable for all activities originating from its user account, unless the Customer is not responsible for the unauthorized access. The Customer shall inform us of any case of unauthorized access immediately upon becoming aware thereof.
- 3.3 The Customer is prohibited from (i) using or attempting to use the user account of another person without authorization, (ii) accessing the personal payment data of another person without authorization and/or using the personal payment data of another person without the latter's consent, (iii) creating a user account using a falsified identity or an identity of another person without the latter's consent, or (iv) accessing the App/Website by circumventing a registration process provided by us.

### § 4 Conclusion of contract, quantity limitation

- 4.1 When entering the delivery address in the App 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 the articles on the App/Website does not constitute a legally binding offer, but merely an invitation to the Customer to compile a selection of goods and to

submit an offer to us for purchase. Even by placing goods in the shopping cart, no purchase contract between the Customer and Flink is created.

- 4.3 By sending the order via the App/Website by clicking the button with the lettering "Buy now" (or a corresponding and clearly designed button), the Customer submits a binding offer for the goods placed in the shopping cart at the price shown. The minimum order value is 1.00 Euro.
- 4.4 After placing the order, a binding contract with us is concluded when the order is accepted by an order confirmation and/or the Customer is automatically prompted to select the desired method of payment. If the delivery of the ordered goods is not possible, for example, because the corresponding goods are not in stock, no order confirmation will be sent to the Customer and the Customer will not receive a request to select the payment method. In this case, a contract is not concluded, of which the Customer will be informed immediately.

We would like to point out that for reasons of youth protection, we do not sell goods that are subject to youth protection regulations (e.g. tobacco products, alcoholic beverages, etc.) to children and adolescents or give them in fulfillment of a purchase contract. For this reason, we ask the age of majority of the requesting Customer for each order of such goods. Offers to conclude a purchase contract by minors will be rejected by us. In all other respects, the provisions of § 5.4 and § 17 shall 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 will inform the Customer immediately after we have become aware of such a circumstance. In such a case, we will refund the purchase price already paid for the affected items via the respective payment method.
- 4.6 We reserve the right to limit the composition and delivery of certain goods to a certain quantity. When adding a larger quantity to the shopping cart, the Customer will receive a notice about the article-specific quantity limit. Even if there is no indication of an item-specific quantity limit, only household quantities of the respective goods will be taken into account when compiling and delivering the goods. We reserve the right to reduce the customer's selection of articles if this exceeds normal household quantities.

### § 5 Delivery address, delivery

- 5.1 Delivery shall be made as soon as possible after the order has been placed and shall be provided by Flink or by a company affiliated with Flink (within the meaning of §§ 15 et seq. of the German Stock Corporation Act in connection with Art. 9 para. 1 lit. c) ii) Regulation (EC) No. 2157/2001) ("**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 specified delivery address are correct. The Customer is solely responsible for providing a complete, correct and accurate delivery address. If necessary, additional address information (floor, apartment, etc.) or further instructions for delivery are to be added.
- 5.3 The Customer and/or a person authorized by the Customer must be present at the specified delivery address upon delivery. Furthermore, the Customer must be available for any queries regarding the delivery address at the telephone number provided by the Customer in the order process. If the Customer and/or a person authorized by the Customer cannot be found 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 canceled by Flink within the scope of the legal requirements and the full order price shall be charged to Customer.
- 5.4 Goods which are subject to laws for the protection of minors and corresponding regulations (e.g. tobacco products, alcoholic beverages, etc.) will, deviating from the delivery process described above, only be handed over personally to the Customer and only to customers of full age, i.e. persons over the age of 18. Such goods will not be handed over to third parties or customers under 18 years of age. For this purpose, we are entitled to demand the presentation of an identity card or a comparable official photo document (passport, driver's license, etc.) to the delivering driver at the time of delivery. In addition, the Customer must confirm that he/she has reached the age of majority during the order process (cf. above § 4.5 subparagraph 2). If the goods cannot be delivered due to insufficient age verification and/or insufficient personal identification at the delivery address, the additional costs for 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 our 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 respective items displayed on the App/Website shall apply. All prices on the App/Website are inclusive of the currently applicable value-added tax at the statutory rate for the specific item. The value-added tax is shown separately for each item. The current total value of the shopping cart is shown to the Customer at any time in the shopping cart or in the order overview.
- 8.2 The separately stated delivery costs apply to delivery within Austria and will be clearly communicated to the Customer before submitting his contractual declaration.
- 8.3 Insofar as the Customer provides tips to the drivers of Flink or the drivers of the Affiliated Companies as voluntarily paid amounts of money, these tips are intended exclusively for the drivers and cannot be considered as payment for the ordered goods. In addition, please note the following: Tips given in cash by the Customer are due to the respective drivers. If tips are given by the Customer via a tip function on the App/Website, they will be allocated to the drivers who are employed by Flink. Flink will take the necessary steps to ensure that these amounts are paid to the respective drivers.

#### **§ 9 Payment, due date**

- 9.1 Payment of the purchase price and the delivery costs charged shall be made immediately after placing the order or shall become due upon conclusion of the contract.
- 9.2 Payment for the goods can be made using the payment options that we currently offer on the App/Website at the time of the order. We reserve the right to offer additional payment options at any time or to exclude individual payment options.

#### **§ 10 Deposit items**

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

10.2 Deposits may in particular be handed in at all REWE partner stores in return for a refund of the deposit.

### § 11 Vouchers

11.1 Flink may, at its own discretion and on a voluntary basis, conduct marketing and advertising campaigns that include voucher codes, vouchers, discounts and other promotional offers for redemption via App and/or Website (collectively “**Vouchers**”). There shall be no entitlement to receive Vouchers.

11.2 The respective applicable conditions for the use of the Vouchers (e.g. period of validity, 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 deposit, tobacco products or price-linked goods and a combination of several Vouchers or other discounts is not permitted.

11.3 Each Voucher may only be used once by the customer. This shall also apply in particular to any new Customer 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 data, personal data and/or delivery address already known to us or deviating minimally or using a device already registered in our system.

11.4 The respective Vouchers are provided by Flink free of charge. A resale of Vouchers and any other paid distribution of Vouchers by the Customer is prohibited. The same applies to the use for commercial activities, in particular the use for paid promotions such as online advertising, the public dissemination on Websites in which the Customer participates without being the main owner of the content (such as Wikipedia, Reddit, voucher Websites, etc.) as well as the publication on blogs and Websites that primarily serve to solicit rewards or make them available to a broad mass. Furthermore, it is not permitted to distribute the Vouchers via 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. Subsequent crediting after completion of the order process is excluded. Unused discounts will not be paid out.

11.6 Flink reserves the right to declare Vouchers generally invalid without prior notice, to discontinue them or to refuse their use, should irregularities have occurred in connection with their issue or use. If the use of the Voucher by the Customer violates the respective terms and conditions of the Voucher and/or the provisions of this § 11, Flink is also entitled to revoke the Voucher in individual cases vis-à-vis the Customer and to withdraw the discount granted thereby. Flink reserves the right to block the Customer from further orders.

### § 12 Right of withdrawal

12.1 If you purchase our goods for a purpose that can be attributed neither to your commercial nor your independent professional activity, the following provisions apply to you as a consumer within the meaning of 1 Abs. 1 Nr. 2 KSchG - subject to § 13 below:

#### Right of withdrawal

You have the right to revoke this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the goods.

In order to exercise your right of revocation, you must inform us at

Flink Austria GmbH, Weyringergasse 30, 1040 Vienna, Austria

e-mail: [contact@goflink.com](mailto:contact@goflink.com)

by means of a clear declaration (e.g. a letter sent by mail or an e-mail) about your decision to revoke the contract. You can use the attached model withdrawal form, which is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### Consequences of withdrawal

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs, without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to the handling of the goods that is not necessary for the inspection of the condition, properties and functioning of the goods.

*[End of the cancellation policy]*

#### Model withdrawal form

[If you want to revoke the contract, you can optionally fill out this form and send it back to us].

Flink Austria GmbH,  
Weyringergasse 30,  
1040 Vienna, Austria,

E-mail: [contact@goflink.com](mailto:contact@goflink.com)

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*), ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in case of paper communication)

Date

(\*) Delete where inapplicable.

#### § 13 Exclusion of the right of withdrawal

- 13.1 According to the law, the right of withdrawal does not exist for contracts
- 13.1.1 for the delivery of goods that can spoil quickly or whose expiration date would be quickly exceeded;
  - 13.1.2 for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery;
  - 13.1.3 for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery;
  - 13.1.4 for the delivery of newspapers, periodicals or magazines and
  - 13.1.5 in all other cases mentioned in § 18 FAGG.
- 13.2 In the case of a contract for the provision of services, the right of withdrawal shall also expire if the Entrepreneur has provided the service in full and has only begun to provide the service after the Consumer has given his express consent to this and at the same

time confirmed his knowledge that he will lose his right of withdrawal upon full performance of the contract by the Entrepreneur.

#### § 14 Warranty, agreement on quality

- 14.1 We shall be liable for defects of quality or title of the goods in accordance with the applicable statutory provisions. Claims for damages shall be excluded from this and shall be governed by § 15 of these T&C.
- 14.2 The limitation period for statutory claims for defects is two years and begins with the delivery of the goods. If the Customer is an entrepreneur within the meaning of § 1 Abs. 1 Nr. 1 KSchG, the warranty period shall be one year from delivery of the goods.
- 14.3 For the assertion of material defects and defects of title, we ask you to contact our Customer service in the first place via the App/Website or via [contact@goflink.com](mailto:contact@goflink.com). We will make every effort to follow up on any notifications of defects 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 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 App/Website does not constitute a quality guarantee or quality agreement. The product descriptions on our App/Website do not always have to correspond to the appearance of the delivered goods. Claims for defects 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, operation or storage shall not give rise to any claim against Flink.
- 14.6 If the Customer is an entrepreneur, the following shall apply: The Customer shall inspect the goods immediately upon receipt for any transport damage. Any ascertainable transport damage must be reported to Flink in writing without delay. The Customer must have packaging damage confirmed in writing upon acceptance of the goods. If such a defect becomes apparent later, the notification must be made immediately after discovery. The Customer shall only be entitled to warranty claims due to existing transport damages if the Customer has complied with its obligation to inspect and notify the goods in accordance with this § 14.6.

#### § 15 Limitation of liability

- 15.1 Flink shall be liable without limitation in accordance with the statutory provisions if the Customer asserts claims based on 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 of injury to life, body and health.

- 15.2 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 and typical for the contract. Material contractual obligations are those whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner may regularly rely. If Flink provides services free of charge, it shall only be liable in accordance with § 15.1 above.
- 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 the Affiliated Companies.
- 15.4 Any liability of Flink beyond the foregoing is excluded.
- 15.5 Liability under the Product Liability Act shall remain unaffected.

#### **§ 16 Data protection**

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

#### **§ 17 Protection of minors**

- 17.1 On our Platforms it is possible to order goods that are subject to laws for the protection of minors and corresponding regulations (e.g. tobacco products, alcoholic beverages, etc.). We point out that such goods are only issued to persons of full age (i.e. persons over the age of 18).
- 17.2 If an order includes goods whose sale is subject to age restrictions, we shall 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 has been carried out and only to the Customer in person (see already above under § 5.4).
- 17.3 For questions regarding the protection of minors, please contact our youth protection officer at [jugendschutzbeauftragte@goflink.com](mailto:jugendschutzbeauftragte@goflink.com).

#### **§ 18 Information on batteries**

- 18.1 In connection with the sale of batteries or the delivery of devices containing batteries, we are obliged to inform you of the following:

- 18.2 You, as the end user, are legally obligated to return used batteries. You can return used batteries free of charge for example in every REWE partner store. The symbols shown on the batteries have the following meaning:

The symbol of the crossed-out dustbin means that the battery must not be put into the household garbage.

Pb = Battery contains more than 0.004% lead by mass.

Cd = battery contains more than 0.002 mass percent of cadmium

Hg = Battery contains more than 0.0005 mass percent mercury.

- 18.3 Please observe the above instructions. If you have any questions regarding the return of batteries or devices containing batteries, please contact our customer service (contact@goflink.com).

#### **§ 19 Information on electrical and electronic devices**

- 19.1 In connection with the sale of electrical and electronic devices, we are obliged to inform you of the following:
- 19.2 You are obliged to collect old electrical and electronic devices separately and to hand it in at an authorized collection point (e.g. local recycling center). Old devices with an edge length of no more than 25 centimeters each can also be brought to a take-back point in a REWE partner store nearby (quantity: maximum 3 devices of one category). The purchase of a new electrical or electronic device is not a prerequisite for free disposal in this way.
- 19.3 The symbol of the crossed-out dustbin on the electrical or electronic equipment means that the equipment must not be put into the household garbage.
- 19.4 If you have any questions regarding the return of electrical and electronic equipment, please contact our customer service (contact@goflink.com).

#### **§ 20 Copyrights**

- 20.1 Our App and Website are protected by copyright. We grant you the non-exclusive, non-sublicensable and non-transferable right, limited in time and revocable at any time, to use the App and the Website to order goods in accordance with these T&C. Any further use of the App/Website, including the displayed images, signs, symbols, or product descriptions, is not permitted without our express consent. When using the App/Website, you are in particular prohibited from mass extracting the information displayed on the app, in particular regarding the goods offered on the App/Website (e.g. by so-called "scraping") and/or from further using the information outside the App/Website.

- 20.2 All company logos, brand names and product names used in our App and on our 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.

#### **§ 21 Applicable law and place of jurisdiction**

- 21.1 All disputes arising from this legal relationship shall be governed by the laws of the Federal Republic of Austria except for its conflict of law provisions. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. If the Customer is a consumer, he shall, notwithstanding the foregoing, also be entitled to the protection of the mandatory provisions of the law which would be applicable in the absence of this clause in accordance with Article 6 (2) of Regulation (EC) 593/2008.
- 21.2 For disputes arising from or in connection with the delivery of the goods and/or these T&C, the exclusive place of jurisdiction shall be Vienna, if the Customer is a merchant or if the Customer is a legal entity under public law or a special fund under public law, or if the Customer does not have a permanent residence in Austria, or if the Customer has moved its residence or habitual abode abroad after these T&C have become effective, or if the residence or habitual abode of the Customer is not known at the time the action is filed.

#### **§ 22 Consumer dispute resolution procedure**

- 22.1 We point out that we are not obligated or willing to participate in a dispute resolution procedure before a consumer arbitration board. Rather, we always endeavor to resolve any conflicts with our customers ourselves.
- 22.2 The EU Commission has set up an Internet Platform for the online settlement of disputes ("ODR Platform") between entrepreneurs and consumers. The ODR Platform can be reached at [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/).

#### **§ 23 Contractual language, severability clause**

- 23.1 The contract language is German. Any translations of these T&C are merely provided as a service to our customers. However, only the German version shall be authoritative. In the event of any discrepancies, the authoritative German version shall therefore take precedence over any translations.
- 23.2 The invalidity of one or more provisions of this Agreement shall not affect the validity of the remainder of the Agreement. The invalid provisions shall be replaced by the applicable statutory provisions.