

## General Terms and Conditions (T&C)

The following General Terms and Conditions ("T&C") of Flink B.V. with its registered office in Amsterdam ("Flink", "we") govern the use of our service, accessible via the mobile application "Flink" ("App") and via [www.goflink.com](http://www.goflink.com) ("Website") and are applicable to all contracts between you ("Customer", "you") and us concluded via the App or Website. Ordering from Flink requires your agreement to the following T&C. Please read them carefully.

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## § 1 Scope of application, definitions

1.1 These T&C shall apply to all deliveries of products and services performed by Flink. By checking the appropriate checkbox when 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 T&C.

1.2 General terms and conditions (standard contractual clauses) and deviating conditions of our customers are not accepted, unless otherwise agreed in writing.

1.3 The version of the T&C valid at the time of the conclusion of the respective contract shall apply. Our T&C can be downloaded, stored, and reproduced at any time under <https://www.goflink.com/en-NL/agb/>.

1.4 Insofar as special rights and/or obligations have been agreed in these T&C for consumers only or for entrepreneurs only, the following definitions shall apply:

1.4.1 "Consumer" is referring to any natural person acting for purposes outside his/her trade, business, craft, or profession.

1.4.2 "Entrepreneur" is referring to any natural or legal person acting in the exercise of his/her trade, business, craft or profession.

## § 2 Use of our App and Website

2.1 The use of our App is governed by additional terms of use, to be found at <https://www.goflink.com/en-DE/app/>. Furthermore, the terms and conditions of

the Apple App Store, the Google Play Store, or any other app store you may use ("App Store"), which you have agreed with the provider of the respective App Store or will agree in the future, apply to the use of our App.

2.2 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, if the access is disrupted by yourself, an unforeseeable or irresistible act of a third-party not acting on our behalf under this T&C, or a force majeure event as defined by case law. Flink reserves the right to temporarily interrupt access to the App and/or Website for maintenance or updating purposes.

## § 3 User accounts

3.1 Ordering with Flink requires the registration of an individual user account. You are obliged to provide truthful information about your personal data during the registration process. You are obliged to always keep your data up to date. Creating multiple accounts creates damage to Flink related to, inter alia, unauthorized use of new customer discounts. Therefore, the Customer is allowed to create only one user account. Any additional accounts will be deleted.

3.2 You are obliged to prevent unauthorized access to your user account. Therefore, please treat your access data and password confidentially. You will be liable for all activities taken from your user account unless you are not responsible for the unauthorized access. You must notify us of any unauthorized access or use of your mobile device without undue delay. If you do not use your own mobile device or your own mobile data connection to use the App, you must obtain the consent of the respective owner of such device or connection.

3.3 It is not allowed to (i) use or attempt to use the user account of another person without authorization, (ii) access the personal payment data of another person without authorization and/or use the personal payment data of another person without the latter's consent, (iii) create a user account using a falsified identity or an identity of another person without the latter's consent, or (iv) access the App/Website by circumventing a registration process provided by us.

**3.4 We will suspend you temporarily or permanently from using our service for legitimate reasons mentioned below. During the period of suspension, we are entitled to reject orders placed by you. The following constitute legitimate reasons for suspension:**

**3.4.1 repeated (at least two times) and unlawful refuse to accept deliveries or if you are not present at the time of delivery;**

**3.4.2 behaviour towards our staff in a manner that violates applicable law, or**

**3.4.3 culpable breach of your obligations under this § 3 or under § 5.4 of these T&C, of your payment obligations (§ 9), or the conditions for vouchers (§ 11.3 and § 11.4).**

**3.5 We also reserve the right to delete inactive user accounts and the associated data after a reasonable period of time, but no earlier than one year after the last activity.**

#### **§ 4 Sales contract, order limits**

**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 for purchase. Even by placing goods in the shopping cart, no purchase contract is created.**

**4.3 The current minimum order value is displayed in the App and on the Website. It is not possible to place an order with Flink before reaching the minimum order value.**

**4.4 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. In the App / on the Website you'll find the current minimum order value.**

**4.5 After placing the order, a binding contract 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.**

**4.6 We do not sell and/or deliver goods that are subject to youth protection regulations (e.g., tobacco products, alcoholic beverages) to minors. For this reason, you need to confirm your age before ordering such restricted goods. Offers to conclude a purchase contract by minors on such items will be automatically rejected. Please also refer to § 5.4 and § 17 below.**

**4.7 If, in exceptional circumstances, delivery of goods is not possible, for example due to the lack of availability of individual items or due to unforeseen and inevitable capacity shortages, we will inform you immediately after we have become aware of such a circumstance. In such a case, we will refund the purchase price for the items affected via the original payment method, without prejudice to other rights you may have.**

**4.8 The quantities of goods we deliver are limited. When adding a larger quantity to the shopping cart than permitted, you will receive a notice about the article-specific quantity limit.**

#### **§ 5 Delivery**

**5.1 Delivery will be provided by Flink, by a company affiliated with Flink (i.e., any (legal) person that exercises control over, is controlled by or is under joint control**

with Flink, including the natural person exercising control over the aforementioned legal persons, hereinafter "Affiliated Company") or by one of our delivery partners, as the case may be. Estimated delivery times are indicated on the App or Website when the order is placed and begin to run from the date of your receipt of the order confirmation email.

5.2 By submitting the order, you confirm that your personal information and the specified delivery address are correct. You are 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 You and/or a person authorized by you must be present at the specified delivery address upon delivery. Furthermore, you must be available for any queries regarding the delivery at the telephone number provided in the order process. In case you and/or a person authorized by you cannot be found at the delivery address and we cannot reach you under your telephone number, we may drop off the order at the delivery address (e.g. in front of apartment door) at your own risk, if the order does not contain products prohibited for sale to minors or products which can be diverted to illicit use such as glass bottles or certain household cleaners. In the event the order contains such products, the order will be canceled by us within the scope of the legal requirements and you will be charged the full order price.

5.4 Goods which are subject to youth protection regulations (e.g. tobacco products, alcoholic beverages) will, deviating from the delivery process described above, only be handed over personally to you and only if you are 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, you are obligated to present your identity card or a comparable official document (passport, driver's license, etc.) to the delivery person at the time of delivery. In addition, you must truthfully confirm that you have reached the age of 18 during the order process (cf. above § 4.6). If the goods cannot be delivered due to insufficient age verification and/or insufficient personal identification at the delivery address, we are entitled to charge you an additional delivery fee as compensation for the expenses incurred by us.

## § 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 requested and at your own risk, 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 do not offer contactless delivery of goods which are subject to the youth protection regulations, or where you are notified of such an exclusion before completing your order.

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"). We reserve the right to exclude Click&Collect for certain items. We will inform you about such restrictions in the order process. 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 Transfer of ownership

7.1 The transfer of ownership shall generally take place upon handover, unless otherwise stipulated in the following section. The risk of the due loss of the order shall remain with us until handover.

7.2 The ordered goods 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 Restaurants

8.1 In case you order products from a restaurant via our App, the following special provisions apply. The T&C's shall in that case only apply to Flink's service.

Flink shall in such case not be responsible for the products. If applicable, the general terms and conditions of the relevant restaurant shall apply to the products. By placing an order the Customer enters directly into an Agreement with the restaurant for the delivery of the products selected by the Customer. The Customer is bound by the Order and is not entitled to a refund.

8.2 Flink publishes the products on the App on behalf of the restaurants in accordance with the company details provided by the restaurants. Flink accepts no responsibility or liability for the content of the offer and company details. The restaurant may use ingredients and additives for meals and drinks, which may cause allergies and intolerances. If a Customer is allergic to certain foods, we recommend contacting the restaurant for up-to-date allergen information before placing the order.

8.3 Flink displays all company details in such a way that it is clear to the Customer what their rights and obligations attached to a contract are.

8.4 The Restaurant has authorised Flink to receive the Customer's online payment on its behalf.

8.5 Any queries or complaints from the Customer regarding the products or the performance of the Agreement should be directed to the Restaurant. Exclusive responsibility for the Restaurant's products and the performance of the Agreement lies with the Restaurant. Flink can only assume a mediating role.

#### § 9 Prices, delivery costs, tips

9.1 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 your order is shown to the Customer at any time in the shopping cart or in the order overview.

9.2 The separately stated delivery costs apply to delivery within the Netherlands and will be clearly communicated to the Customer before submitting his contractual declaration.

9.3 We reserve the right to charge an additional handling fee on top of the delivery costs for certain goods ("Premium Products"). Such a handling fee compensates for the higher costs associated with the sale of these goods, e.g. special expenses for storage, anti-theft protection or for age checks upon delivery. The handling fee is charged for each order that contains at least one Premium Product. You will be informed about any handling fee that applies to your order before confirming your purchase via our App or Website.

9.4 Insofar as the Customer provides tips to our couriers or the couriers employed by our Affiliated Companies as voluntarily paid amounts of money, these tips are intended exclusively for the couriers and will not be considered as payment for the ordered goods. In addition, please note the following: Tips given in cash will be kept by the respective courier. If tips are given via the tip function on the App/Website, they will be allocated to the couriers who are employed by Flink or by our Affiliated Companies. Flink will take the necessary steps to ensure that these amounts are paid to the respective couriers.

#### § 10 Payment, due date

10.1 Payment of the purchase price, the delivery costs and any other fees charged shall be made immediately after placing the order or shall become due upon conclusion of the contract.

10.2 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. Available payment options at the time of placing the order are specified to you prior to the finalization of your order.

#### § 11 Deposit items

11.1 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.

11.2 Plastic deposit bottles can be returned at various collection locations, such as supermarkets larger than 200 sqm, for a refund of the deposit.

## § 12 Vouchers

12.1 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.

12.2 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.

12.3 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.

12.4 The respective Vouchers are provided by Flink free of charge. A resale of Vouchers and any other distribution 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.

12.5 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.

12.6 Flink will cancel, suspend the validity of or refuse to accept any Voucher, if you have obtained or used the Voucher fraudulently. In addition, if you fail 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 you.

## § 13 Right of withdrawal

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 - subject to § 14 below:

### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods..

To exercise the right of withdrawal, you must inform us (Flink B.V., Apollolaan 151, 1077 AR Amsterdam, The Netherlands, e-mail: [contact@goflink.com](mailto:contact@goflink.com), +31 202170680) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

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

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost 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.

[End of the withdrawal policy]

#### Model withdrawal form

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

To: Flink B.V., Parnassusweg 340, 1081 LC Amsterdam, Netherlands

email: [contact@goflink.com](mailto:contact@goflink.com)

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for 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 if this form is notified on paper)

Date

(\*) Delete as appropriate.

#### § 14 Exclusion of the right of withdrawal

14.1 According to applicable law, the right of withdrawal does not exist for contracts

14.1.1 for the delivery of goods that spoil quickly or whose expiration date would be quickly exceeded;

14.1.2 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;

14.1.3 for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery;

14.1.4 for the delivery of newspapers, periodicals or magazines and

14.1.5 in all other cases mentioned in article 6:230p of the Dutch Civil Code.

14.2 In the case of a contract for the provision of services, the right of withdrawal shall also expire if Flink has provided the service in full and has only begun to provide the service after you have given your 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.

#### § 15 Warranty, agreement on quality

15.1 We shall be liable for defects of quality or title of the goods sold by us 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. This applies in particular to damage that occurs during the receipt or storage of the order.

15.2 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, all claims of the Customer will, in deviation from the above, expire within one year from delivery of the goods.

15.3 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 endeavor to investigate all requests as quickly as possible and to find an amicable solution with you. In order for us to be able to process your request, please inform us as soon as possible about any defects

in the order, enclosing pictorial material showing the defect. In the event of a subsequent delivery or refund, we are entitled to demand that the defective product be handed over to us. Therefore, Flink will contact you for the collection by our couriers.

15.4 The description of the goods on our App/Website do not always exactly correspond to the appearance of the delivered goods. Flink excludes any liability in the event of a non-substantial difference to the consumer i.e., that does not materially affect any of the features specified by Flink.

15.5 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 § 14.5.

#### § 16 Liability

16.1 Flink's statutory liability shall not be excluded or limited to the extent that the relevant damage claimed by the customer is caused by intent or gross negligence of Flink, or in case of assumption of a quality guarantee, or in case of fraudulent concealment of a defect by Flink with respect to products delivered to the respective customer and in case of death, personal injury and illness resulting from a defective product sold and delivered by Flink which does not provide the safety that may be expected under all circumstances.

16.2 Without prejudice to the rights of the consumer and to the extent permitted by law, Flink shall not be liable for damage not caused by Flink.

16.3 Irrespective of the rights to which the consumer is entitled and to the extent permitted by law (and with the exception of the cases mentioned above under § 15.1),



Flink shall only be liable in the event of an attributable failure by Flink to fulfil an essential obligation under these GTC and/or the agreement, and Flink's liability in this case shall be limited to direct damages up to a maximum amount of the damage foreseeable at the time of the conclusion of the agreement and customary for such agreements. Material contractual obligations are obligations which are essential for the proper execution of the agreement and on the observance of which the contracting party may usually rely. If Flink provides services free of charge, Flink shall only be liable for damages incurred under the conditions set out in § 15.1.

16.4 The above exclusions and limitations of liability shall also apply to the liability of employees, representatives and vicarious agents of Flink as well as of its affiliated companies.

16.5 Any further liability on the part of Flink is excluded.

16.6 The statutory liability of a manufacturer under product liability law shall remain unaffected.

#### § 17 Data Protection

For information about what data we process from you when you use our App or our Website please see our privacy policy under <https://www.goflink.com/en-NL/privacy/>.

#### § 18 Protection of minors

18.1 At Flink it is possible to order goods that are subject to youth protection regulations (e.g. tobacco products, alcoholic beverages). We point out that such goods are only issued to persons of full age (i.e. persons over the age of 18).

18.2 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).

18.3 For questions regarding the protection of minors, please contact our youth protection officer at [jugendschutzbeauftragte@goflink.com](mailto:jugendschutzbeauftragte@goflink.com).

#### § 19 Copyrights

19.1 Our App and Website are protected by copyright. We reserve all rights thereto. Reproduction other than for the purpose of downloading the app and subsequent installation on your own end device is prohibited. Any further distribution, whether in physical form or online, any modification or editing of the app/website and its content as well as any extraction of content and its separate commercial exploitation are prohibited.

19.2 We grant you the non-exclusive, non-sublicensable and non-transferable right, limited in time and revocable upon reasonable notice, to use the App and the Website to order goods in accordance with these T&C. We also grant you the right to install the App on end devices for your own use. 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.

19.3 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.

#### § 20 Presentation of products

20.1 The products offered via the App and on the Website are promoted in particular via digital sales channels such as ad bookings, display notifications, and other ways of digital advertising.

20.2 The ranking in which the products are displayed in a search or in a category on the App and on the Website depends on various factors. These include, in particular, views and orders for the product in the past, current availability, and relevance. In addition, the ranking may be influenced by marketing cooperations. These marketing cooperations allow the fixed placement of certain products in the search or within the respective product category.

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

21.1 All disputes arising from this legal relationship shall be governed exclusively by Dutch law 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 All disputes arising from or relating to the sale and/or delivery of our products and/or these T&C and/or agreements between the Customer who is an Entrepreneur and Flink to which these T&C relate and agreements arising therefrom or related thereto shall be submitted exclusively to the competent court in Amsterdam.

#### § 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 Dutch. Any translations of the Dutch T&C are merely provided as a service to our customers. However, only the Dutch version shall be authoritative. In the event of any discrepancies, the authoritative Dutch 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 contract unless the invalid provision was a material term of your consent made known to us. The invalid provisions shall be replaced by the applicable statutory provisions.