General terms and conditions of GMS GOURMET GmbH for the purchase vouchers

1. Validity of the general terms and conditions

These general terms and conditions ("GTC") apply in the version valid on the date of the order to all contracts concluded via this website/ application between GMS GOURMET GmbH, which has its registered office at Oberlaaer Straße 298, 1230 Vienna ("Gourmet"), and the customer ("customer").

2. Acknowledgement of the GTC

By activating the GTC checkbox in the ordering process, the customer expressly agrees to these GTC and is bound by them.

Any provisions in the customer's contract forms and other terms and conditions (e.g., conditions of purchase/payment) that conflict with these GTC are invalid, regardless of whether, when and in what form, they are brought to Gourmet's attention. Any agreements deviating from individual provisions of these GTC are only valid for these and require the prior express and written confirmation of Gourmet to be valid. Maintaining silence about terms and conditions of the customer is not deemed consent.

3. Contract conclusion

Depending on the offer, hardcover vouchers and/ or Print@Home vouchers can be purchased in the web shop/ application. The chosen voucher is selected for this purpose, or a corresponding voucher value is set and can be put into shopping cart (Basket) without obligation. An entry can be corrected at any time before submitting a binding order by using the correction aids that are provided and explained as part of the order process. After entering the customer data, the customer agrees to the GTC by activating the checkbox. The customer is obliged to truthfully fill out the fields and information provided in the order form. An order can only be placed if all fields are completed. The customer can check the order again and change it if necessary. By clicking on the “ORDER NOW WITH COST” button, the customer places a binding order (offer) for the vouchers contained in the shopping cart and makes payment using the desired payment method.

All offers made by Gourmet in this web shop/ application are non-binding and are to be understood as an invitation to the customer to make an offer themselves. A contract is therefore only concluded upon acceptance of the customer's offer. Gourmet is not obliged to accept a customer offer. The customer is bound to his offer for twenty-four hours. The order confirmation approves the acceptance of the offer.

After the order has been placed and payment has been made, Gourmet saves the text of the contract and send the customer an order confirmation by email, in which the conclusion of the contract is confirmed. With the order confirmation, the customer receives an order overview and the present GTC. The order confirmation and its attachments can be saved and printed.

This website/ application in available in German. If the website/ application offers an English version, the website/ application can also be used in English. Contracts can be concluded in German and – if available – in English.

Gourmet reserves the right to change the content of the voucher offer at any time. Such changes do not affect contracts already concluded.

The customer can also view orders placed in the past in his customer account, provided he has registered on the website/ in the application and placed the orders as a logged in user.

4. Prices

All prices on the website/ in the application are quoted in euros and include VAT. Shipping costs may apply if the option of postal delivery of hardcover vouchers is offered in the web shop/ application and the customer choses this option.

Any shipping costs, service fees and other fees can be found in the web shop/ application and will be shown in the final payment step.

5. Terms of payment

The payment methods and means available are those listed in the web shop/ application.

Online payments are processed via Gourmet's payment partner according to current security standards (integration of the online payment system). More information about the payment partner can be found here https://stripe.com/at . The customer's account will be debited as soon as the order has been placed (prepayment).

6. Print@Home, delivery

The customer receives the purchased vouchers by email as a PDF and a link to download. The vouchers are printed out by the customer themselves. The customer is responsible for maintaining the confidentiality of the voucher template. Gourmet is not liable for misuse of the voucher template. The vouchers are valid immediately after purchase.

If the option of postal delivery is specified for the voucher on the website/ application and this option has been selected, delivery will be made to the delivery address specified for the respective order. The delivery time can be found on the website/ application through which the voucher was ordered.

Delivery times apply subject to unforeseen obstacles, especially force majeure. The delivery times are extended by the duration of obstacles not attributable to Gourmet, such as unforeseeable operational disruptions, force majeure, transport delays, etc. In any case, claims for damages or cancellation of the contract due to late delivery are excluded.

Vouchers purchased on this website/ application can be redeemed in the restaurant for which the voucher was purchased at the nominal value of the vouchers. Vouchers cannot be paid out in cash. A voucher can be redeemed only once for the total voucher amount or in several partial amounts.

To redeem a voucher, the voucher must be handed in at the respective restaurant for which the voucher was purchased. The voucher can only be redeemed in the restaurant on whose website/ application it was purchased and is not valid for all Gourmet restaurants.

a) Contracts with consumers pursuant to Section 1 of the KschG (consumer protection law) in conjunction with Section 7b of the KSchG:

The risk of loss or damage to the voucher only transfers to the consumer once the voucher is delivered to the consumer or to a third party other than the carrier as specified by the consumer.

However, if the consumer concluded the transportation contract themselves, the risk transfers as soon as the voucher is handed over to the carrier.

General information on the statutory warranty can be found in Annex I.

b) Contracts with entrepreneurs:

If the customer is an entrepreneur, the delivery of the voucher is at their risk.

7. Warranty and compensation

The statutory warranty provisions apply.

Claims for damages against Gourmet are excluded in cases of slight negligence within the framework of the legal provisions - in particular the provisions of the Konsumentenschutzgesetz (KSchG). Liability for damages resulting from injury to life, body and health, or to the extent that liability is mandatory under the Produkthaftungsgesetz (PHG), remains unaffected.

8. Right of withdrawal - cancellation clause

There is no right of withdrawal for entrepreneurs.

8.1. Cancellation clause – right of cancellation for consumers

There is no right of withdrawal for vouchers for which a specific date or period is contractually provided for performance by the entrepreneur in accordance with § 18 Abs. 1 Z 10 FAGG. As well there is no right of withdrawal from the contract if the customer has redeemed the vouchers before the expiry of the above-mentioned 14-day period.

In all other cases, customers who are consumers within the meaning of § 1 KSchG have the right to withdraw from this contract within fourteen days without giving reasons.

The withdrawal period will expire after 14 days.

a) from the day on which the customer acquires, or a third party other than the carrier and indicated by the customer acquires, physical possession of the vouchers.

b) if multiple vouchers are ordered in one order and delivered separately, from the day on which the customer acquires, or a third party other than the carrier and indicated by the customer acquires, physical possession of the last vouchers.

To exercise the right of withdrawal, the customer must inform GMS GOURMET GmbH, Oberlaaer Straße 298, 1230 Wien, Email: info@gourmet.at, Telephone number: +43 (0) 50/876-0 about his decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, email, via website/application). The customer may use the attached model withdrawal form, but it is not obligatory.

The right of withdrawal may also be exercised online at https://tomaselli.at/en/claim-refund. If this online function is used, Gourmet will promptly send an acknowledgement of receipt on a

durable medium (e.g. by email) containing information on the content of the withdrawal declaration as well as the date and time of its receipt.

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

Effects of withdrawal

If the customer withdraws from this contract, Gourmet reimburses all payments received, including delivery costs (except for supplementary costs resulting from the customer choosing a method of delivery other than the least expensive type of standard delivery offered by Gourmet) immediately and without undue delay and in any event not later than fourteen days from the day on which Gourmet will be informed about the withdrawal. Gourmet carries out such reimbursement using the same means of payment as the customer used for the initial transaction, unless expressly agreed otherwise. The customer will not be charged any fees for such reimbursement.

Gourmet can withhold reimbursement until it receives the vouchers back or until the customer has supplied evidence of having sent back the vouchers, whichever is the earliest.

The customer shall send back or hand over vouchers to Gourmet without undue delay and in any event no later than fourteen days from the day on which he informed Gourmet of the withdrawal from this contract. The deadline is met if the vouchers are sent back before the period of 14 days has expired. The customer bears the direct costs of returning the vouchers.

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

In case of a withdrawal of Print@Home vouchers, the code printed on the voucher ceases to be valid.

Please find the model withdrawal form here: withdrawal form.

9. Copyright

Gourmet reserves all rights, in particular trademark rights and copyrights, to the entire content of this website/ application, in particular to trademarks, logos, texts, graphics, photographs and layout. Unless usage is expressly permitted by law, any use of the contents of this website/ application, in particular its storage in databases, reproduction, distribution, or processing, requires the express written consent of Gourmet.

10. General matters, place of performance, place of jurisdiction

If individual points of these general terms and conditions are wholly or partially invalid due to mandatory legal provisions, this does not affect the validity of the remaining provisions and the contracts concluded on their basis.

In any case, amendments and/or supplements to these general terms and conditions of sale and delivery require the written confirmation and signature of GMS GOURMET GmbH.

Place of performance and payment is exclusively Vienna.

The exclusive place of jurisdiction for all disputes arising from or in connection with these general terms and conditions of sale and delivery and the contracts concluded on their basis is the materially competent court in Vienna or, for consumers, the court at their place of residence.

Austrian substantive law applies exclusively to the exclusion of conflict of law provisions. The application of the UN Sales Law and the IPRG (International Private Law Act) is expressly excluded.

Mandatory rights of a consumer under the KschG (consumer protection law) or other provisions are not restricted by these general terms and conditions.

11. **Notice pursuant to the Alternative Dispute Resolution Act (AStG):**

Gourmet is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Complaints may be submitted directly to Gourmet at the email address stated above (info@gourmet.at).

GMS GOURMET GmbH

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Annex I

LEGAL GUARANTEE

Minimum two-year legal guarantee protection for goods sold in the European Union.

Consumers can claim their rights under the legal guarantee of conformity, for example if goods:

- do not match the description;
- do not function as intended.

Sellers are liable for any lack of conformity which existed when the goods were delivered, and which becomes apparent within the legal guarantee period. Sellers in such a situation are required to offer:

- **free repair** or **free replacement**;
- in some cases, a **price reduction** or **full reimbursement**.

Some countries have a longer legal guarantee period. For second-hand goods, a shorter period may apply, but not less than one year.

For more information on your rights in a specific country, scan the QR code below or ask the seller.

europa.eu/youreurope/guarantees

What to do

if you receive non-conforming goods:

1. Contact the seller as soon as possible to report the issue;
2. Provide proof of purchase, such as a receipt, invoice, or bank statement.

GARAN

Sellers and producers may also offer commercial guarantees, which apply independently from the legal guarantee. For example, you may see this GARAN label representing a **commercial guarantee of durability** offered by the producer at no additional cost and covering the entire good.