

GENERAL TERMS AND CONDITIONS

of the company PUNJABI FOOD GmbH,

ID No: 511936y, with its registered seat at Donau Zentrum, Wagramstrasse 79/603, 1220 Wien

DEFINITIONS

"**Application**" means a mobile application called **Bombay Express App**, which the Company makes available for free download and use to and by its Customers.

"**Delivery time**" means the time offered to the Customer which the Customer confirms as part of placing the Order.

"**Credit**" means the bonus money of the Application by which the Customer is entitled to pay for the Order if the conditions hereunder are met.

"**Purchase Agreement**" is an agreement on the purchase of goods which the Customer concludes with the Company via the Application.

"**Order**" means any individual order of food or beverages made by the Customer through the Application.

"**Civil Code**" means the Act No. 89/2012 Coll., the Civil Code, as amended.

"**Food**" means any food, beverages and/or similar goods, that are produced and/or sold by the Company through the Application.

"**Delivery Zones**" means the territories within which the Company allows delivery at the price offered.

"**Delivery Agreement**" means a contract for the delivery of Food purchased through the Application, which the Customer concludes with the Company.

"**Company**" means PUNJABI FOOD GmbH, company Identification Number: **511936y**.

"**Loyalty program**" means the loyalty program as described in the article 5 of these Terms and conditions.

"**Terms and conditions**" means these general terms and conditions governing access to and use of the Application and the terms of the contractual relationship between the Company and the Customer arising from the conclusion of the Purchase Agreement and the Delivery Agreement.

"**Restaurant**" means the Bombay Express restaurant selected in the Application, in which the Customer can pick up the Order.

"**Website**" means a website www.bombayexpress.cz managed and operated by the Company.

"**Customer Account**" means the Customer's user account within the Application.

"**Customer**" is a natural or legal person who purchases food and a food delivery service from the Company.

1. INTRODUCTORY PROVISIONS

1.1. The Company operates restaurants and / or cooperates with restaurants operating under the

Bombay Express brand, produces and sells Indian Food in accordance with applicable hygiene and legal regulations, and operates an Application that allows Customers to order and purchase Food and either order delivery or pick-up at the selected Restaurant and thereby carrying out activities

aimed at concluding Purchase Agreements and Delivery Agreements between the Customer and the Company.

- 1.2. These Terms and conditions govern the rights and obligations of Customers using the Application, in particular the conditions of Purchase Agreements, the conditions of Delivery Agreements, the conditions for establishing and using the Customer Account, the Loyalty Program, as well as other related rights and obligations. These Terms and conditions apply to all legal relations between the Company and Customers arising from the use of the Application or related to the use of the Application.
- 1.3. Each Customer is obliged to get acquainted with the Terms and conditions before using the Application and to follow them.
- 1.4. By entering the Application, the Customer confirms that he or she has read the Terms and conditions, agrees with them and undertakes to follow them.
- 1.5. The Company may unilaterally change or supplement these Terms and conditions. Customers will always be informed in a reasonable manner about a possible change in the Terms and conditions.
- 1.6. These Terms and conditions take effect upon their publication on the Application.

2. CONTENT OF THE APPLICATION

2.1. The Application contains:

- 2.1.1. current offers of Restaurants, which consist mainly of individual types of Food and beverages, photographs of meals, price list, information on the availability of orders and the time in which the goods can be ordered;
- 2.1.2. information on the Delivery Zones;
- 2.1.3. access to the Customer's Customer Account;
- 2.1.4. information on the expected delivery time of the Order (Delivery option);
- 2.1.5. information on the expected pick-up time of the Order (Eat-in, Eat-out options);
- 2.1.6. delivery options and prices for delivery of Orders; and
- 2.1.7. contact details and options for contacting the Company

2.2. The Customer Account contains:

- 2.2.1. Customer profile, containing delivery address(es), Customer's contact details;
- 2.2.2. Loyalty program showing the number of Credits that the Customer is entitled to use to pay for the Order and the expiration date of each Credit;
- 2.2.3. The payment methods inserted and saved by the Customer;
- 2.2.4. The history of executed Orders (the Company expects to store the history of 365 days); and
- 2.2.5. the status of the current Order, in particular the time of ordering, the expected Delivery time, any information about the delay in delivery, contact to the courier and/or the Restaurant chosen for the pick-up and expected time until the delivery of the order.

2.3. All presentation of Food placed in the Application, including the proposal for serving meals, is of an informative nature. The Company reserves the right not to conclude a Purchase Agreement for a certain specified Food.

3. USE OF THE APPLICATION

- 3.1. Access to and use of the Application are free of charge for Customers. However, for the avoidance of doubt, the Company expressly states that each Customer bears its own costs incurred in connection with the use of the Application.
- 3.2. The Company shall update the offers placed on the Application at regular intervals.
- 3.3. Procedure for concluding the Purchase Agreement and the Delivery Agreement through the Application:
 - 3.3.1. The Customer chooses whether the Order will be picked up at the Restaurant (Eat in or Take Away option) or delivered to the Customer (Delivery option).
 - 3.3.2. The Customer adds the selected Food and their quantity to the shopping cart.
 - 3.3.3. The Customer will see the final price of the Food, the price of the packaging and the price for the delivery.
 - 3.3.4. The Customer confirms the Customer's data in the Customer Account.
 - 3.3.5. In the case of delivery, the Customer will confirm the address for delivery of the Order and contact details. In the case of personal pick-up, the Customer chooses the Restaurant.
 - 3.3.6. The Customer chooses the method of payment.
 - 3.3.7. If the Customer chooses online payment as the payment method, he will be redirected to the online payment gateway and will pay for the Order.
 - 3.3.8. The Purchase Agreement and the Delivery Agreement are concluded at the moment of confirmation of the Order by the Customer.
- 3.4. The Company is not obliged to start executing the Order until the Order has been paid and in case of the Orders of high value the Company is entitled to contact the Customer and verify the Order and to demand the Order to be paid only online in advance.
- 3.5. The Company is entitled to restrict or terminate the operation of the Application and the Company shall not be liable for any damage caused by the restriction or termination of the Application's activities. Unused Credits in the event of termination of the operation of the Application will not be compensated to the Customer in any way.
- 3.6. The Company is not liable for damage caused to the Customer by the use of the Application, including any damage caused by downloading data published on the Application (especially computer viruses, damage due to data loss, etc.).
- 3.7. The Company is entitled to restrict or terminate the Customer's access to the Application at any time.

4. CUSTOMER ACCOUNT

- 4.1. After registering, each Customer is entitled to obtain a Customer Account.
- 4.2. When registering a Customer Account, the Customer provides his name, surname, delivery address and contact details (especially permanent residence, e-mail and telephone number).
- 4.3. When registering a Customer Account, the Customer shall use his/her e-mail as a login name and create a password. The registration through social networks or media may be allowed (using the accounts on google, Facebook etc.)
- 4.4. Upon registration, the Customer's identity will be verified by sending an e-mail or SMS.
- 4.5. According to the Customer's choice, it is possible to save payment methods for order payments in the Customer's account.

- 4.6. The Company is entitled to suspend the use or cancel the Customer Account at any time. Unused Credits will not be compensated to the Customer in the event of cancellation of the Customer Account.
- 4.7. The Customer may have more Customer Accounts, the phone number and the e-mail address may though be used only to create one Customer Account.

5. LOYALTY PROGRAM

- 5.1. The Company will award loyalty points called Credit to each Customer who has set up a Customer Account.
- 5.2. For each Order paid electronically, the Customer will receive the number of Credits, the value of which corresponds to the value of 5% (in words: five percent) of the value of the Order. The Company is entitled to determine the minimum amount of the order for obtaining Credits.
- 5.3. One (1) Credit corresponds to CZK one (1) in Czech Crowns.

6. DELIVERY

- 6.1. The Customer is obliged to expect the arrival of the delivering person (courier) and to be contacted until the delivery of the Order. Any delay of delivery of the Order caused by the Customer (e.g. the Customer provided a wrong address, the Customer did not answer the phone, etc.) will not be subject of any compensation by the Company.
- 6.2. The delivery procedure shall be as follows:
 - 6.2.1. Upon the arrival to the address indicated in the Order the courier calls the Customer on the phone indicated in the Order.
 - 6.2.2. If the Customer contacts the courier by telephone until the courier delivers the last of the orders and confirms the Company's delivery of further orders, the Customer will be offered the new nearest possible delivery time.
 - 6.2.3. Orders that will be delivered by courier back to the Restaurant or to another place reserved by the Company for undelivered orders will be considered not taken over by the Customer.
- 6.3. The courier shall be entitled to ask for a prove of the Customer being older than 18 years old during the delivery. If no such prove is provided, the part of the Order consisting of the alcoholic beverages will not be handed-over and the price of the Order will be deducted (and if paid, returned back to the Customer in the form of Credits).

7. PRICE AND PAYMENT TERMS

- 7.1. The final price of the Order is stated after rounding to whole crowns.
- 7.2. Prices include VAT.
- 7.3. Detailed breakdown of the purchase price, incl. halers, in which the price of individual meals and drinks, the price of packaging and the price for transport and VAT are always stated on the delivery note and on the tax document issued by the Company.
- 7.4. The order and any other costs can be paid in the following ways:
 - 7.4.1. online payment card through a secure internet payment gateway provided by the company PayU S.A., with its registered seat at Antala Staška 2027/77, 140 00 Praha 4, which is part of the Application;
 - 7.4.2. meal vouchers (however, a maximum of 5 pieces per order); and
 - 7.4.3. in cash on receipt at the pick-up at the Restaurant or to the courier;

- 7.4.4. otherwise according to the current offer of the Application, e.g. coupons, vouchers etc. issued by the Company.
- 7.5. If the Customer has chosen non-cash card payment via cart and/or the meal voucher card as the method of payment, he or she shall proceed during the payment according to the steps that will be communicated at the payment gateway. The Customer is entitled and obliged to get acquainted with the relevant business conditions governing its use before using the payment gateway. The Company does not bear any responsibility for any damage caused to the Customer as a result of payment of the Order through the Payment Gateway as any data provided during the payment are data provided to the Payment Gateway.
- 7.6. If the Customer has chosen payment by meal vouchers the price is payable on the pick up or the delivery of the Order. The price is considered paid at the moment the relevant amount of meal vouchers is handed over to the Company. If the Customer has chosen a payment by meal vouchers, the Customer undertakes to only order services and/or goods through the Application not containing alcoholic beverages.
- 7.7. If the Customer has chosen cash payment as the method of payment upon receipt, the price is payable on delivery or pick-up of the Order. The price is considered paid at the moment the relevant amount is handed over to the Company (respectively to its employee) on receipt of the Order.
- 7.8. The Customer is entitled to pay part of the Order by Credits under the conditions set out in these Terms and conditions.
- 7.9. The Customer is not entitled to use or redeem any discount coupons, e-coupons, gift vouchers or any other vouchers that have not been issued by the Company.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 8.1. By paying each Order, the Customer declares that:
 - 8.1.1. is competent to perform legal acts, in particular with regard to his age, or is represented by a legal representative;
 - 8.1.2. all data provided by the Customer when registering the Customer Account or when completing the Order of the Company are current, true, complete, accurate and correct; and
 - 8.1.3. after entering the Application, the Customer has read these Terms and conditions, understands them and agrees with them.
- 8.2. Customer is obliged to comply with these Terms and conditions and legal regulations of the Czech Republic when using the Application.
- 8.3. The Customer is not entitled to:
 - 8.3.1. use the Application or any part thereof other than for the purpose for which the Company operates it, especially for its own needs; The Customer is liable to the Company for any damage caused thereby;
 - 8.3.2. misuse, block, modify or otherwise alter any part of the Application, its operation or data;
 - 8.3.3. use any mechanisms, software, etc. that could have a negative effect on the operation of the Application.

- 8.4. If the Customer is less than 18 years old, he or she is not entitled to order products for which the condition for use is a minimum age of 18 years, and such products are marked with the symbol "18+" or another symbol of the same meaning.
- 8.5. The Customer acknowledges that the price paid for the Order considered as not taken-over by the Customer will not be returned to the Customer.
- 8.6. The Customer acknowledges that in the event of repeated non-compliance with the obligation to expect the arrival of the delivering person (courier) and contacting the courier until the delivery of the Order and non-take over of the Order, the Company is entitled to cancel the Customer Account.
- 8.7. The Customer acknowledges that for the purposes of setting up a Customer Account, Purchase Agreement or Delivery Agreement, he or she may be contacted by the Company e-mail, or by means of the telephone number provided to the Company, in accordance with the conditions for processing personal data published and freely available on the Application.
- 8.8. The Customer further acknowledges that due to the updates or renovations of the Application, the data stored on the Customer account may be erased. Under no circumstances the Company shall not be liable for any erasure of the information stored on the Customer account, including erasure of Credits.
- 8.9. The Customer acknowledges that in the event of an obvious technical error that may occur in the Application, especially in the form of a manifestly incorrect price of the Food, or in the case of an incorrectly updated offer, the Company is not obliged to deliver to the Customer the incorrectly stated or described Food. In such a case, the Purchase Agreement and, if applicable, the Delivery Agreement are not concluded and the Company will inform the Customer of the error without undue delay and, if possible, will also offer the Customer a possible alternative solution.

9. DECLARATION ON ALLERGENS

- 9.1. All foods and beverages offered to Customers through the Application may contain allergens. Data on allergens are available on the website www.bombayexpress.at
- 9.2. For more information about allergens contained in specific foods and beverages, Customers can contact the Company at the contacts listed on the Application.
- 9.3. The relevant allergens will be listed with every Food item on the Application.

10. COPYRIGHT

- 10.1. The Company is the sole owner of the Application.
- 10.2. The Application is a copyright work within the meaning of the Act No. 121/2000 Coll., The Copyright Act, as amended, and the Company exercises all property rights relating to the Application.
- 10.3. Customers and other persons are not entitled to store, modify, distribute or exercise other property rights to the Application, unless the Company has given its prior consent to such conduct.

11. WITHDRAWAL FROM THE CONTRACT

- 11.1. In accordance with the provisions of § 1829 of the Civil Code, the Customer who is a consumer has the right to withdraw from the Purchase Agreement within 14 days of receiving the goods and / or services, even from an individual part of the Order.
- 11.2. If the Customer withdraws from the Purchase Agreement pursuant to the previous article, he is entitled to hand over the contents of the Order or part thereof to the courier, and if this is not possible, he is obliged to notify the Company of the withdrawal from the Purchase Agreement by

telephone or e-mail info@bombayexpress.at and send part , in respect of which he or she has withdrawn, at his own expense to the address of the Company.

- 11.3. Sample form is available in PDF and DOCX on the Website.
- 11.4. For the avoidance of doubt, the Company states that a contract relating to perishable goods and / or services (e.g. cooked meals, fruit, vegetables or foodstuffs of animal origin) or goods and / or services which have been irretrievably mixed with other goods after delivery may not be withdrawn.
- 11.5. In the event of a valid withdrawal from the contract, the price of goods and / or services or its proportional part will be returned within 14 days of returning the goods and / or services to the Customer's bank account or to the bank account from which the Customer paid the Order price, including costs of delivery or a proportion thereof.

12. CUSTOMER RIGHTS FROM DEFECTIVE PERFORMANCE

- 12.1. All Food is intended for immediate consumption.
- 12.2. The Customer is obliged to check the Order immediately after delivery or acceptance and to report the detected deficiencies immediately.
- 12.3. If the goods (especially food) are demonstrably damaged (for example, the packaging material has been damaged), the Customer is entitled to return the relevant part of the Order and demand a refund of the paid part of the purchase price.
- 12.4. Later reports of defects will not be accepted.
- 12.5. The rights and obligations of the parties regarding the rights arising from defective performance are governed by the relevant generally binding legal regulations (especially the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., On Consumer Protection, as amended).

13. FINAL PROVISIONS

- 13.1. All legal relations arising on the basis of or in connection with the Application are governed by the laws of the Czech Republic, regardless of the place from which the access and use of the Application was carried out.
- 13.2. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, Internet address: www.coi.cz, is responsible for out-of-court settlement of consumer disputes.
- 13.3. Should any of the provisions of the Terms and conditions is or becomes invalid or ineffective, such invalid provisions will be replaced by provisions whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of any provision does not affect the validity and effectiveness of other provisions of the Terms and conditions.
- 13.4. These Terms and Conditions shall take effect on 27 November 2020.