

General Terms and Conditions for Customers

chidoba MEXICAN GRILL AG

LEGAL VALIDITY

This **English version** of the General Terms and Conditions is a **non-binding, automatic translation** provided for convenience only. The **German version** is the **sole legally binding document** and shall prevail in case of any conflict or inconsistency.

The present **General Terms and Conditions for Customers** are applicable to the relationships between **chidoba MEXICAN GRILL** and its **Customers**. Restaurants should refer to the **General Terms and Conditions for Restaurants**.

General

chidoba MEXICAN GRILL is a brand of **chidoba MEXICAN GRILL AG**, MAIN TAUNUS ZENTRUM 1, 65843 Sulzbach, registered with the Local Court (*Amtsgericht*) of Frankfurt am Main under registration number HRB 102170.

These Terms and Conditions apply to the gastronomic franchise partner companies of **chidoba MEXICAN GRILL** that utilize the **chidoba MEXICAN GRILL** service. The application of general terms and conditions of other parties is excluded.

Duties of chidoba MEXICAN GRILL – chidoba APP

chidoba MEXICAN GRILL facilitates, via its **chidoba APP** and/or website (www.chidoba.com), the ordering of offers for the gastronomic franchise partner companies. **chidoba MEXICAN GRILL** handles the ordering process, payment, and, if applicable, the delivery for the partner company. **chidoba MEXICAN GRILL** acts as an **intermediary** in the name of the respective partner company.

1 Definitions

- **Offer:** The products and services offered by the **Restaurant** that can be ordered by the **Customer** through the **Platform**.
- **Order:** The ordering of an **Offer** from a **Restaurant** via the **Platform** by the **Customer**.
- **Customer:** A legal or natural person (**over 18 years of age**) who places an **Order** with the **Restaurant** via the **Platform**.
- **Platform:** The website(s), apps, and tools provided by **chidoba MEXICAN GRILL**, its affiliates, and/or business partners, including the Restaurant website, insofar as used by the Restaurant.
- **Restaurant:** A business that prepares and sells meals, beverages, and related products, and that uses the Platform to conclude and pay for contracts regarding Offers.
- **Restaurant Information:** Information about the Restaurant, including the business and its contact details, product range (meals, side dishes, options, and beverages, including information on allergens and additives), prices for each product (including VAT), company logo, graphics, delivery area (including postcode information), delivery costs, and minimum order values, as well as other information about the Restaurant.
- **Service:** The services offered to the Customer by **chidoba MEXICAN GRILL** via the Platform, including the transmission of Orders to the relevant Restaurant. Services to be provided by the Restaurant under the **Contract** are **not** part of the Service of **chidoba MEXICAN GRILL**.

- **Tip:** An amount voluntarily paid by the Customer, intended for the delivery person of the Order.
- **Contract:** An agreement between the Customer and the Restaurant regarding an Order, including delivery or pick-up of the Order. The parties to the Contract are the **Customer and the Restaurant**, but **not** chidoba MEXICAN GRILL.

2 Applicability

1. The present General Terms and Conditions for Customers are only applicable to the **Service**.
2. By placing an Order, the Customer concludes a **Contract** with the Restaurant for the delivery of the selected Offer.
3. chidoba MEXICAN GRILL AG is **not responsible** for the Offer and/or the Contract between the Customer and the Restaurant. Where applicable, the General Terms and Conditions of the Restaurant may additionally apply to the Offer and the Contract.

3 Offer

1. The Offer published on the Platform is published in the name of the respective Restaurant, based on the provided **Restaurant Information**. chidoba MEXICAN GRILL AG does **not** verify the accuracy or completeness of the Restaurant Information and is **not responsible** for the execution of the Contract.
2. The Restaurant may use ingredients and additives for food and beverages that can cause allergies and intolerances. If you are allergic to food, we advise you to contact the Restaurant by telephone to inquire about the allergens used before placing an Order.

4 Contract between the Restaurant and Customer

1. The Contract between the Restaurant and the Customer is effectively concluded as soon as the Customer places the Order at the end of the ordering process on the Platform and clicks the **"Order & Pay" button**.
2. Upon receipt of the Order, chidoba MEXICAN GRILL will confirm it electronically to the Customer.
3. The Restaurant is entitled to **cancel the Order** if the Offer is no longer available, if the Customer has provided a wrong or non-functioning telephone number or other contact information, or if a case of **force majeure** exists.
4. The Contract can only be executed by the Restaurant if the Customer provides **correct and complete contact and address information** when ordering. The Customer is obliged to immediately report all inaccuracies in the information (including payment data) that have been transmitted or passed on to chidoba MEXICAN GRILL or the Restaurant.
5. The Customer must be reachable by telephone or email (as specified in the Order) for the Restaurant and chidoba MEXICAN GRILL in order to receive information regarding the status of their Order.
6. If chidoba MEXICAN GRILL delivers the Order on behalf of the Restaurant, chidoba MEXICAN GRILL may charge the Customer **delivery costs**. The current delivery costs will be specified on the Platform before a Customer places an Order. A receipt for the delivery costs can be requested from chidoba MEXICAN GRILL.
7. If the Customer wants the Order delivered, the respective chidoba location must offer a delivery service, and the Customer must be **present** at the specified delivery address to receive the delivery. If the Customer wishes to pick up the Order, they should be present at the pick-up location of the Restaurant at the chosen time, as specified in the confirmation email, SMS, or on the Platform.
8. Upon delivery of the Order, the Restaurant may request the presentation of **age identification** if the Order contains alcoholic products or other age-restricted products. If the Customer cannot adequately identify themselves or does not meet the age requirements, the Restaurant may refuse the delivery of the corresponding products. In this case, **cancellation costs** amounting to the purchase price (excluding VAT) for the product may be charged to the Customer.

9. chidoba MEXICAN GRILL assumes **no liability** for the execution of the Contract.

5 Rejection of Orders

1. Given the **perishability of the Offer**, the Customer is **not permitted to withdraw** from the Contract. Orders cannot be canceled by the Customer towards chidoba MEXICAN GRILL. A cancellation of the Order towards the Restaurant is only possible for the Customer if the Restaurant explicitly indicates that a cancellation by the Customer is possible.
2. The Restaurant is entitled to **cancel the Order**, e.g., if the Offer is no longer available, if the Customer has provided a wrong or non-functioning telephone number or other contact information, or if **force majeure** exists. chidoba MEXICAN GRILL is entitled to **reject all (future) Orders** from the Customer if such reasons exist.
3. If the Customer places an **incorrect Order** (e.g., by providing incorrect contact information, by not paying, or by not being present at the delivery or pick-up location to receive the Order) or otherwise **fails to meet their obligations** under the Contract, chidoba MEXICAN GRILL is entitled to **reject future orders** from this Customer.
4. chidoba MEXICAN GRILL is entitled to **reject Orders and dissolve Contracts** on behalf of the Restaurant if there are reasonable doubts regarding the accuracy or authenticity of the Order or the contact information, or if the Restaurant does not wish to conclude a Contract with the Customer. If the Customer places Orders that are demonstrably false or fraudulent, chidoba MEXICAN GRILL is entitled to file a report with the police. If the Customer places Orders that appear false or fraudulent, chidoba MEXICAN GRILL may report this to the police.

6 Right of Withdrawal

1. The Customer **cannot withdraw** from the Order towards the Restaurant insofar as it concerns the delivery of goods:
 - that are **not prefabricated** and for the production of which an individual selection or determination by the consumer is decisive, or which are clearly tailored to the consumer's personal needs (§ 312g Abs. 2 Nr. 1 BGB);
 - that can **perish quickly** or whose expiration date would be quickly exceeded (§ 312g Abs. 2 Nr. 2 BGB);
 - that are **not suitable for return** for reasons of health protection or hygiene if their seal was removed after delivery (§ 312g Abs. 2 Nr. 3 BGB);
 - if these were **inseparably mixed** with other goods after delivery due to their nature (§ 312g Abs. 2 Nr. 4 BGB).
2. For the part of the Order that does **not** fall under the above exclusion criteria, the Customer has a **right of withdrawal**, provided the Customer is a **consumer** within the meaning of § 13 BGB. A "consumer" is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor self-employed professional activity.

7 Payment

1. At the time the Contract is concluded, in accordance with the provisions of these General Terms and Conditions for Customers, an **obligation to pay** arises on the part of the Customer towards the Restaurant. The Customer can fulfill this payment obligation by using an **online payment method** via the Platform or by **paying the Restaurant at the door or at the pick-up location**.
2. In accordance with the provisions of these General Terms and Conditions for Customers, the (partial) **refund** of an online payment is only possible if the Order cannot be delivered (in full). The refund is always made to the account from which the payment was made. Depending on the payment method used by the Customer, the processing of the refund takes a **maximum of 10 working days**.
3. The Restaurant has **authorized** chidoba MEXICAN GRILL to accept the Customer's online payment on behalf of the Restaurant.

8 Resolution of Complaints

1. Customer-side complaints concerning the **Offer, the Order, or the execution of the Contract with the Restaurant** must be asserted **against the Restaurant**. The sole responsibility for the Restaurant's Offer and the fulfillment of the agreement lies with the Restaurant. In the case of such complaints, chidoba MEXICAN GRILL can only assume a **mediating role**.
2. If the Customer has a complaint regarding the **Services**, this complaint must be reported to the customer service of chidoba MEXICAN GRILL via the contact form, by email, or by post to the contact address specified in Article 2 of the present General Terms and Conditions.
3. As soon as chidoba MEXICAN GRILL receives the complaint, chidoba MEXICAN GRILL will first reply with an **acknowledgment of receipt**. chidoba MEXICAN GRILL endeavors to process the complaint as soon as possible.
4. Complaints, as described in sections 1 and 2 of this Article, should be reported to the Restaurant (Section 1) or chidoba MEXICAN GRILL (Section 2) within a **reasonable period** after the Customer has noticed the defects, and must be completely and clearly described.
5. The European Commission provides a platform for **Online Dispute Resolution (ODR Platform)**. This platform can be found at <http://ec.europa.eu/odr>. chidoba MEXICAN GRILL **expressly excludes** alternative dispute resolution in accordance with Directive 2013/11/EU. The email address of chidoba MEXICAN GRILL is **info@chidoba.com**.
6. chidoba MEXICAN GRILL is **not willing or obliged** to participate in dispute resolution proceedings before a consumer arbitration board.

9 Restaurant Ratings

1. chidoba MEXICAN GRILL offers Customers the opportunity to **rate the Restaurant's performance**. Customer ratings posted must **not** have content that is right-wing extremist, sexist, offensive, defamatory, or otherwise unlawful, and must **not** violate the rights of third parties (including industrial property rights).
2. chidoba MEXICAN GRILL can **publish ratings on the Platform and remove them** from the Platform if the ratings violate the aforementioned criteria.

10 Processing of Personal Data

chidoba MEXICAN GRILL processes **personal data** relating to the Customer. The processing of personal data is subject to the provisions of the **Data Protection Declaration**.

11 Liability of chidoba MEXICAN GRILL

1. chidoba MEXICAN GRILL is **not liable** for the Offer, the accuracy and completeness of the Restaurant Information, the execution of the Contract, and/or the accessibility of the Platform.
2. Furthermore, chidoba MEXICAN GRILL is liable as follows:
 - a. chidoba MEXICAN GRILL is liable for reimbursement of expenses and damages (hereinafter in this Clause: "Damages") in accordance with the statutory provisions in the following cases: Liability under the Product Liability Act, in cases of **intent** or malicious deception, in cases of **gross negligence**, for injury to **life, body, or health**, upon the assumption of a guarantee by chidoba MEXICAN GRILL, and in all other cases of mandatory statutory liability.
 - b. chidoba MEXICAN GRILL is also liable for Damages in accordance with statutory provisions in the event of a culpable **breach of so-called Cardinal Obligations**. Cardinal Obligations in this sense are all obligations whose violation jeopardizes the achievement of the contract's purpose, as well as all obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose observance the Customer may regularly rely. However, insofar as the breach of a Cardinal Obligation occurred only due to **slight negligence** and did not lead to an injury to life, body, or health, claims for damages are limited in amount to the **typical foreseeable damage**.

- c. In all other respects, claims by the Customer for Damages against chidoba MEXICAN GRILL—regardless of the legal basis, in particular due to material defect, defect in title, and/or breach of other obligations arising from the contractual relationship or from a pre-contractual contractual relationship (e.g., within the meaning of § 311 Abs. 2 BGB) by chidoba MEXICAN GRILL, its legal representatives, employees, or vicarious agents, from § 311 a BGB or from tort—are **excluded**.
- d. Insofar as the liability of chidoba MEXICAN GRILL is limited or excluded according to the preceding regulations, this also applies to the **personal liability** of the legal representatives, employees, and vicarious agents of chidoba MEXICAN GRILL. An amendment to the burden of proof to the detriment of the Customer is not connected with the preceding regulations.
- e. An exclusion or limitation of the Customer's claims for default interest or for the lump sum under § 288 Abs. 5 BGB or for reimbursement of damage based on the costs of legal prosecution is **not** connected with the preceding regulations.
- f. The Customer's claims for damages **expire** within the statutory limitation periods from the statutory commencement of the period.

12 Miscellaneous

- 1. The law of the **Federal Republic of Germany** applies exclusively.
- 2. Should individual provisions of these General Terms and Conditions (or parts thereof) be invalid, this **does not affect the validity** of the agreement between the Customer and chidoba MEXICAN GRILL regarding the Services or the Contract between the Restaurant and the Customer.
- 3. These General Terms and Conditions for Customers are originally drawn up in German. This English document is a translation provided for convenience, and the **German version is the sole legally binding text**. In case of any **conflict or inconsistency** between the language versions, the **German version shall prevail**.