

General Terms & Conditions of Delivery Hero relating to the Purchase for Goods

I. General Provisions

1. Subject to subsection I.2. below, these General Terms & Conditions of Delivery Hero relating to the Purchase of Goods (“**T&Cs**”) shall govern all business relations between (i) Delivery Hero SE, having its registered address at Oranienburger Straße 70, 10117 Berlin, Germany (“**DH SE**”) or its affiliates (according to Section 15 of the German Stock Corporation Act (Aktiengesetz) designated on the order documents referencing these T&Cs (each individually “**Delivery Hero**”) and (ii) its business partners, sellers, and suppliers (each a “**Supplier**” and together the “**Suppliers**”). Delivery Hero and Supplier(s) may be referred to individually as a “**Party**” or collectively as the “**Parties**”. For each time these T&Cs are applicable, either DH SE or the ordering affiliate of DH SE will be the sole party to these T&Cs and shall be solely liable for the particular transaction made by such entity under the T&Cs. For the avoidance of doubt, DH SE has the possibility to conclude ordering documents for the benefit of its affiliates.
2. These T&Cs only apply if the Supplier is (a) an entrepreneur, i.e., a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction with Delivery Hero, acts in exercise of their trade, business, or profession, (b) a legal entity under public law or (c) a special fund under public law.
3. These T&Cs shall apply to all supplies delivered to Delivery Hero, in particular for contracts on the sale and/or delivery of products or other deliverables (hereinafter also referred to as “**Goods**”) irrespective of whether the Supplier manufactures the Goods itself or outsources them from any subcontractor.
4. These T&Cs apply both to sales contracts for standard off-the-shelf products and work supply contracts for products specifically manufactured or customised by Supplier for Delivery Hero. In doubt, the Goods shall be considered individual work products.
5. The then-current version of the T&Cs shall also serve as a framework agreement for future purchase or supply contracts with the same Supplier, without Delivery Hero having to refer to them again in any individual case. Without limiting the foregoing, to the extent there is an individual framework agreement on the purchase of Goods in place between Delivery Hero and the Supplier, such framework agreement shall prevail over these T&Cs.
6. The Supplier shall grant the same prices and conditions agreed with DH SE to every other of its affiliates for the same or comparable Goods, unless significant and reasonable changes have occurred that justify an adjustment of the prices and/or conditions.
7. These T&Cs shall apply exclusively. Deviating, contrary or supplementary terms and conditions from the Supplier shall only become part of the contract upon Delivery Hero's express written consent.
8. Declarations and notices by the Supplier which are of legal relevance must be made in writing and in English or German language in order to be valid.

II. Conclusion of the Contract

1. Conclusion of the contract between Delivery Hero and the Supplier requires the acceptance of an offer. In case the Supplier provides an offer, Delivery Hero may accept such offer up to the time when Supplier may reasonably expect to receive the reply from Delivery Hero, unless the Supplier's offer states a different time period for the acceptance. The offer shall be considered accepted by Delivery Hero upon written confirmation to the Supplier by its authorised representatives.



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2. In case Delivery Hero provides an offer to the Supplier by sending a purchase order, Delivery Hero shall be bound by its offer for a period of one (1) week (“**Acceptance Period**”), unless Delivery Hero declares otherwise. The date on which Delivery Hero receives the declaration of acceptance from the Supplier shall determine whether or not the Delivery Hero's offer is accepted on time.
3. Any acceptance of the offer after the Acceptance Period has elapsed shall be deemed as a rejection of Delivery Hero's offer and shall be considered as a new offer by the Supplier. The same shall also be applicable for any acceptance with amendments, limitations, or other alterations. Delivery Hero shall not be under any obligation to accept the Supplier's new offer.
4. These T&Cs and any order documentation (in particular, offer and acceptance or purchase order and order confirmation, any specifications to the extent available and applicable) are an integral part of any contract between the Parties that these T&Cs are referred to.
5. With regard to continuing obligations there shall be no extension or automatic renewal of the terms of the contract unless otherwise agreed in writing by the Parties.

III. Right to Determine Performance

1. Delivery Hero reserves the right to change when and where the delivery of the Goods is to take place, as well as the nature of the packaging, at its discretion, by means of written notification (text form suffices), at least five (5) Business Days (as defined below) prior to the agreed delivery date. The same shall apply to changes to product specifications for the Goods provided they can be implemented within the scope of the Supplier's normal production process without any considerable additional expense. “**Business Day**” means any day (other than a day which is a Saturday, Sunday or legal or bank holiday in Germany) on

which retail banks are open to the public for business in Germany.

2. Delivery Hero will reimburse the Supplier for any verified and reasonable expense caused directly by the change/s mentioned above, which was approved by Delivery Hero in advance, subject to subsection III.3. below. Should these changes result in unavoidable delays in delivery date(s) originally agreed shall be updated accordingly with the mutual agreement of the Parties. For the purpose of this clause, a delay shall be considered “unavoidable” if it cannot be avoided in line with the the Supplier's normal production and trading activities, provided that the Supplier has taken reasonable efforts to avoid such delay. The Supplier shall undertake to inform Delivery Hero of the likely additional costs and/or delays in delivery forthwith, albeit not later than three (3) Business Days after receipt of the change notification from Delivery Hero.

IV. Lead Time and Delay in Delivery

1. The agreed deadlines and dates are fixed dates (“*Fixtermine*”). In the event of non-compliance, the Supplier shall be liable in accordance with the terms agreed between the Parties, or in lack of such terms, statutory regulations. Section III. shall remain unaffected.
2. The Supplier shall undertake to immediately notify Delivery Hero of likely delays in delivery, in text form, irrespective of the reasons for such delays.
3. In case of a delay in delivery, The Supplier shall be automatically in default without having received a reminder.
4. Deliveries before the agreed delivery dates will only be accepted with prior written approval by Delivery Hero.

V. Performance, Delivery, Passing of Risk, Default in Acceptance

1. Unless otherwise agreed in writing, the Goods shall be delivered to Delivery Hero's place of business. The place of



performance shall be the respective delivery address.

2. The consignment shall come complete with a delivery note specifying the shipping date, the object being delivered, citing the item number and the quantity of Goods, as well as Delivery Hero's order code (date and number). If the delivery note is missing or incomplete, Delivery Hero shall not be responsible for resulting delays in the processing and settling of the invoice.
3. The Supplier shall inform Delivery Hero immediately as soon as the delivery is available and ready for shipment. The shipment of the delivery by the Supplier shall be reported to Delivery Hero immediately in any case by stating the number of units, the dimensions and the weights of the delivery so that Delivery Hero can make the corresponding preparations for the acceptance of the delivery. Delivery Hero is not obliged to accept or remunerate surplus deliveries.
4. The Supplier shall bear all costs and the risk of accidental loss and accidental deterioration of the Goods up to the time of handover at the place of performance.
5. Notwithstanding any statutory regulations, a default of Delivery Hero to accept the Goods will require the Supplier to expressly offer the performance of any contributory action from Delivery Hero. This shall be required even if a specific or defined timeframe has been set for such contributory action of Delivery Hero.

VI. Prices and Payment Terms

1. The price specified in the order shall be binding; section III. shall remain unaffected. All prices shall be quoted inclusive of the statutory rate of value-added tax if this is not shown separately.
2. Unless otherwise agreed in any individual case, the price shall include all services and additional services performed by the Supplier (for example and without limitation, assembly, or installation), as well as all ancillary costs (such as correct packaging, transport costs, including any transport and third-party liability insurance

as well as banking fees). The Supplier shall be required to take back packaging materials at Delivery Hero's request, free of charge.

3. Unless agreed otherwise in text form, the agreed price shall be payable by Delivery Hero within forty-five (45) calendar days of complete delivery and performance (including any agreed acceptance inspection), as well as receipt of a correct invoice, subject to Section VI. 4. below.
4. Each invoice issued by the Supplier must:
(i) state the name of the department or of the individual from Delivery Hero who instructed the Supplier. (ii) include an order number as provided by or on behalf of Delivery Hero (order numbers shall be sent to the Supplier automatically by Delivery Hero once an engagement is confirmed; (iii) be in compliance with the applicable VAT law (iv) be emailed to the department or of the individual from Delivery Hero who instructed the Supplier, as well as the following mailbox: invoices.1001@deliveryhero.com.
5. If and to the extent that withholding taxes are due, they shall be withheld by Delivery Hero and deducted from the payment of the invoiced amount unless Supplier provides a valid tax exemption certificate authorised by the appropriate taxing authority in advance.
6. To the extent Delivery Hero owes interest under mandatory statutory law, the interest rate shall be limited to the minimum amount permissible under the applicable law. The Supplier must have issued a written reminder before Delivery Hero can be considered to be in default with its payment.
7. Delivery Hero reserves the right to withhold due payments if it has outstanding claims against the Supplier for incomplete or defective performance.

VII. Ownership; Reservation of Title

1. The Supplier shall grant Delivery Hero ownership of the Goods to be transferred permanently to Delivery Hero upon their creation and in their respective processing status. The Supplier is obliged to transfer



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ownership of the Goods to Delivery Hero on the delivery date free from all kinds of liens and third-party rights under any applicable law.

2. Should the Supplier retain title to the Goods until such time as the agreed price has been paid in full, this reservation of title shall only apply until the price owed in connection with the delivery of the Goods has been settled.

VIII. Acceptance

1. To the extent the Supplier shall create a work or if the acceptance of the Goods is explicitly agreed upon between Delivery Hero and the Supplier in an order document, the Goods are subject to formal acceptance which must be declared by Delivery Hero in written form. The Supplier may request partial acceptances only insofar these have been agreed between the Parties in written form and the nature of the Goods is suitable for partial acceptance.
2. To the extent that Delivery Hero does not accept the works, or the Goods provided by the Supplier, the Supplier shall promptly remedy any defects that prevent acceptance and shall resubmit its works or the Goods for acceptance. The above acceptance provisions shall apply accordingly to such resubmissions.

IX. Warranty and Defects

1. The Supplier warrants („*gewährleistet*“) that (i) the Goods meet the specifications agreed in the order or other document relating to the contract, and (ii) the Goods comply with all applicable German and European industry standards and safety or technical regulations, and (iii) the Goods have been approved by the competent authorities at the delivery destination. The Supplier shall be liable for any incorrect or inaccurate advice or information given to Delivery Hero relating to the Goods.
2. Delivery Hero's commercial duty to conduct inspections shall be limited to defects which come to light during the incoming Goods inspection by way of an external assessment, including a check of

the delivery notes, as well as in quality spot checks (such as damage in transit, incorrect and short deliveries) and in quantity of the Goods.

3. In case there is any deviation as instructed above and/or any hidden defect found, the Supplier shall be obliged to rectify such deviation/defect within a reasonable time period, both the method of rectification and the time period shall be set by Delivery Hero at its sole discretion (and in no event shall be unreasonable). If the Supplier fails to discharge its duty to provide a rectification - be it by repairing the defect (*repair/Nachbesserung*) or by supplying an object which is free from defects (*replacement/Ersatzlieferung*), Delivery Hero shall reserve the right to rectify the defect itself and to demand reimbursement of the costs involved and/or of an appropriate advance. Delivery Hero shall also be entitled to request any out-of-pocket costs that it made to rectify such defects.
4. If the cure provided by the Supplier fails or is unacceptable to Delivery Hero (for example, owing to particular urgency, risk to operational reliability or to the threat that disproportionate damage or loss may occur), Delivery Hero shall not be required to set a time limit for rectification. Delivery Hero, however, may notify the Supplier if Delivery Hero will rectify the defect itself and seek payment of the costs incurred.
5. Delivery Hero may cancel individual or still outstanding partial deliveries without any obligation if the Supplier breaches an essential provision of the contract, including these T&Cs, in particular in relation to any substantial changes in quality, substantial delays in delivery, and/or Goods with substantial defects.
6. The Supplier shall be liable for all consequences of such cancellation, including any consequential damages („*Folgeschäden*“). Delivery Hero's statutory rights for breach of contract or performance defects remain unaffected.

X. Recourse in the Supply-Chain



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1. In addition to warranty claims, Delivery Hero shall have the unlimited right to assert claims for recourse within the supply chain. Delivery Hero shall be entitled, in particular, to ask the Supplier to provide the type of cure (repair or replacement) which Delivery Hero owes to its customer in any individual case. This shall not limit Delivery Hero's right to choose the type of cure with respect to subsequent performance (repair or replacement).
2. The right of Delivery Hero to take recourse against the Supplier shall not be waived if the Goods have been further processed by Delivery Hero or by a purchaser of Delivery Hero, e.g., by incorporation into another product, prior to their sale to a consumer of Delivery Hero.

XI. Liability

1. Supplier is liable for all damages of DH SE and its affiliates caused by the Supplier and/or its subcontractors, organs, employees and other personnel, representatives, agents and other third parties engaged by the Supplier, provided that such damage is due to the breach of a guarantee ("*Garantie*") or a warranty ("*Gewährleistung*") or a breach of a contractual or statutory duty by the Supplier (including, in particular, consequential damages ("*Folgeschäden*") caused by a defect and financial loss). If the damages are based on a breach of a contractual or statutory duty, the Supplier shall not be liable if the Supplier can prove that the Supplier is not responsible for such breach of duty.
2. Without limiting the foregoing, the Supplier shall assume liability for all claims asserted by third parties due to injury to people and damage to property and shall hold D H SE and its affiliates harmless from any such claims unless the Supplier and/or its subcontractors, organs, employees and other personnel, representatives, agents and other third parties engaged by the Supplier does not bear responsibility for the damage or loss.
3. The Supplier further shall bear all costs incurred by DH SE and/or its affiliates in

connection with a goods recall required under statutory laws on product liability.

4. The Supplier shall be required to take out and maintain a commercial general liability insurance which covers property damage, bodily injury, and product liability with a flat-rate cover of at least one (1) million Euros per injury/damage claim. On request, the Supplier shall send Delivery Hero a copy of the liability insurance policy.

XII. Intellectual Property Rights; Indemnification

1. D H SE and its affiliates reserve all intellectual property and other property rights, including ownership and copyrights, to the technical specifications, figures, drawings, calculations, samples, and other documents made available to the Supplier; these may not be made available to third parties without the prior express written consent of DH SE and/or its affiliates. Such documents and information shall be used exclusively for the manufacturing and delivery of the Goods and shall be returned to DH and/or its affiliates after completion of delivery, in any event no later than after termination of the contract, and any copies shall be destroyed or deleted.
2. To the extent the Goods are manufactured for DH and/or its affiliates and are protected by copyrights of the Supplier, the Supplier hereby grants DH SE and/or its affiliates the exclusive, irrevocable, transferable, and sub-licensable unrestricted right to use and exploit the Goods, unlimited in time, territory and content, in any type of use, including the right to edit, translate, duplicate, distribute broadcast and make available to the public.
3. Rights of use for works that have been granted remain unaffected by cancellation, rescission, or termination of the contract. In the event of rescission, the Supplier is entitled to reasonable remuneration for the usage rights remaining with DH SE to works already created, insofar as Delivery Hero does not waive the use of these rights. The same shall apply in the case of



termination, insofar as the Supplier has not yet received a corresponding pro rata remuneration.

4. The Supplier guarantees ("*garantiert*") that the Goods do not infringe upon third-party intellectual property or other property rights and that the use or sale of the Goods by Delivery Hero do not infringe upon such third-party rights.
5. The Supplier shall fully indemnify and hold harmless DH SE and its affiliates against any claims asserted by third parties in connection with an infringement of intellectual property or other property rights, including any fees and costs incurred by DH SE and any other DH SE affiliate in connection with mounting a defence against a third-party claim (in particular, prosecution and litigation costs and fees).
6. Delivery Hero will notify the Supplier forthwith if Delivery Hero becomes aware of any claims by third parties.
7. The Supplier shall do its utmost to support Delivery Hero in defending against claims by third parties.

XIII. Confidentiality and Data Protection

1. The Supplier shall treat as confidential the terms and conditions of the contractual details agreed between Supplier and Delivery Hero, as well as information and documentation received in connection with the execution of the contract (apart from information in the public domain), including after the end of the contract and shall only use the same for the execution of the contract.
2. The Supplier shall undertake to return or dispose of the confidential information and documentation to Delivery Hero without delay when asked to do so, as soon as it no longer requires this for the execution of the contract.
3. The Supplier shall commit its subcontractors to observe confidentiality in accordance with this Section XIII.
4. Personal data processing shall be carried out in accordance with the applicable data

protection laws, in particular the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"). Whereas processing activities are carried out on behalf of Delivery Hero and such processing activities fall within the scope of Art. 28 GDPR, a separate contract (Data Processing Agreement) for processing on behalf of Delivery Hero must be attached to this contract in accordance with Art. 28 GDPR. If the parties jointly determine the purposes and means of processing personal data, a separate agreement must be concluded in accordance with Art. 26 GDPR.

XIV. Subcontractors

The Supplier may only engage subcontractors upon prior written approval of Delivery Hero at its sole discretion. The Supplier must pass on the obligations imposed on it to the subcontractor in written form and shall provide proof thereof to Delivery Hero upon request. The Supplier shall carefully select, instruct and monitor the subcontractors; the Supplier shall be fully liable for the subcontractors, i.e., to the same extent as for his own fault. The Supplier shall have the sole right to issue instructions to the subcontractors; the Supplier shall independently organise the latter's deployment. The Supplier is obliged to immediately terminate the use of subcontractors at Delivery Hero's request, in particular if the subcontractor does not have the necessary qualifications or has violated safety regulations. The Supplier shall hold harmless and indemnify Delivery Hero against all claims asserted against it by third parties arising as a result of the Supplier failing to comply with this provision, unless the Supplier is not responsible for this.

XV. Assignment

The Supplier shall not assign its rights or obligations under the contractual relationship to third parties without the prior written approval of Delivery Hero.

XVI. Limitation of Actions

1. The Parties' claims against each other shall elapse in accordance with statutory



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regulations unless otherwise agreed below.

2. Claims for defects shall become time-barred after three (3) years.
3. The period of limitation for claims arising from recourse to subcontractors of the Supplier in accordance with Section IX above shall be at least two (2) months after the end of the period of limitation for corresponding third-party claims asserted against Delivery Hero.
4. Extra-contractual claims for compensation, including claims based on tort, shall be subject to the statutory limitation of claims under applicable law, unless a longer period arises from the application of the extended period of limitation according to subsection XIV above.

XVII. Code of Conduct

1. Delivery Hero conducts its business in a socially responsible manner, to protect the labor rights and safety of persons involved in the production, manufacturing, and provision of services, and to eradicate and/or prevent any form of slavery or human trafficking in the supply chain. Delivery Hero expects the Supplier to conduct its business in a similar manner. Delivery Hero has adopted the Supplier Code of Conduct available at <http://www.deliveryhero.com/supplier-code-of-conduct> (the "Code") which is incorporated by this reference into these T&C. The Supplier agrees to comply with the Code at all times or warrants to comply and abide by their own code of conduct based on the standards at least equivalent to the Code.

XVIII. Final Provisions

1. Delivery Hero may grant the Supplier its written permission to use its name and logo in its marketing materials upon the prior written request of the Supplier. Delivery Hero, at its sole discretion, is entitled to revoke the permission at any time without justification.

2. These T&Cs and all legal relations between Delivery Hero and the Supplier shall be solely governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sales of Goods (CISG).
3. The exclusive place of jurisdiction, both nationally and internationally, for all disputes arising out of the contractual relationship shall be the commercial domicile of Delivery Hero. However, Delivery Hero reserves the right to take legal action at the Supplier's commercial domicile.
4. Ancillary verbal agreements have not been made and shall be considered invalid. Addenda and amendments to the contract shall be put in writing. This shall also apply to waiving the requirement to use the written form.
5. The Supplier may only exercise a right to offset where its claim is legally established or undisputed. The same shall apply to the right to withhold which may also only be exercised effectively if the counterclaim by the Supplier is based on the same supply contract.
6. Delivery Hero reserves the right to change these T&Cs regarding continuing obligations. In case of an amendment of these T&Cs, Delivery Hero will notify the Supplier of the amendments in text form (e.g., by email) ("**Amendment Notification**"). The amendment shall become effective, and the contractual relationship shall continue under the amended terms and conditions if the Supplier does not object to the amendment within two (2) weeks after receipt of the Amendment Notification in written form. The timely dispatch of the objection to Delivery Hero shall be sufficient to meet this deadline. The amendment in the T&Cs shall become effective if the Supplier does not object in writing or by email within the period of two (2) weeks (beginning with the receipt of the Amendment Notice) and Delivery Hero has informed the Supplier of this legal consequence in the Amendment Notice.


