

# General terms and conditions

## "arlacarte.at"

(last modified 10.12.2020)

The present "General Terms and Conditions are applicable to the relations between "arlacarte.at" and the customers.

The current version of the General Terms and Conditions can be viewed, downloaded and printed at [www.arlacarte.at](http://www.arlacarte.at).

"arlacarte.at" is entitled to change these General Terms and Conditions according to the measure of point 10.

"arlacarte.at" assumes that the customer has read these General Terms and Conditions before placing his order. The customer acknowledges that by using the website, in particular by ordering food and beverages via the platform, he agrees to the General Terms and Conditions of "arlacarte.at" and that they are the basis for the use of the platform and all orders placed by the customer. With his order, the customer expressly agrees to these General Terms and Conditions and confirms that they are the basis for the respective food and beverage delivery contract.

### **1. general terms and conditions:**

Guntram Strolz, Strass 328, 6764 Lech, operates the online platform "arlacarte.at", through which food and beverage orders can be placed with various catering establishments listed on the platform "arlacarte.at" in the delivery area. Orders from customers are only possible if the customer's delivery address (delivery and handover location for the food and beverage orders) is in the respective delivery area. Depending on the customer's delivery address in the delivery area (delivery and handover location), different catering establishments and their respective food and beverage offerings are available to the customer. The customer can first select on the platform "arlacarte.at" according to his delivery address in the delivery area (delivery and

transfer location) a listed catering establishment that is located in the respective delivery area, and the menu of this catering establishment is then available to him for selection.

In the course of the ordering process, the customer must register on the website of "arlacarte.at" or enter his data in the course of a guest order and can then place a binding order for food and/or beverages at the catering establishments listed on the website, which vary depending on the delivery and transfer location. In this respect, "arlacarte.at" shall act as an agent with power of attorney for the respective catering establishment from which food and/or beverages are ordered and shall mediate food and/or beverage orders between customers and the respective catering establishments. A direct conclusion of contract between "arlacarte.at" and the customer on the food and / or beverage order and delivery is expressly not made.

The delivery of food and / or beverages is carried out by "arlacarte.at".

## **2. registration or order as a guest:**

An order via the platform "arlacarte.at" is possible for the customer either after registration, he will then receive a password and can then order repeatedly without re-entering his data, or as a guest, if he wants to order only once. In both cases, the customer must enter his full name, the delivery address (delivery and handover location for the food and/or drink delivery), his telephone number and his e-mail address. The customer is obliged to provide truthful and complete information and, in the case of registration, to keep it up to date.

"arlacarte.at" reserves the right to accept or reject a registration or guest order by the customer expressly without giving reasons.

In the case of registration, "arlacarte.at" is entitled to block or delete the customer at any time without giving reasons. This applies in particular if the customer has not used his account for an interrupted period of at least half a year.

### **3. conclusion of contract:**

The food and beverage offers on the platform originate exclusively from the listed catering businesses. The catering businesses are exclusively responsible for the labeling of the ingredients and additives contained in the dishes. Any queries from customers should be addressed directly to the respective catering establishment.

The food and beverage offers posted on the platform are expressly subject to change and do not constitute an offer to the customer. Only the order placed by the customer via "arlacarte.at" shall constitute a binding offer by the customer to conclude a food and/or beverage delivery contract with the respective catering establishment. This offer requires a separate contract acceptance (confirmation) by the respective catering establishment.

By submitting his order, the customer confirms his legal capacity, confirms that he has read and understood the General Terms and Conditions of Business and confirms these as the basis of the food and/or beverage delivery contract thus concluded.

The full or partial acceptance of the customer's offer is made by separate confirmation by the respective catering establishment. The respective catering establishment is not obliged to accept orders.

### **4. prices and payment:**

The prices for beverages and food shown on the platform "arlacarte.at" are gross prices including the statutory value added tax, but excluding delivery costs. Delivery costs are those shown in the course of the ordering process. The costs of delivery will be invoiced to the customer together with his order.

The payment of the purchase price and the delivery costs is possible with the methods provided on the platform. The purchase price is due immediately upon acceptance of the order by the respective catering establishment. Thus, the amount equal to the purchase price is paid upon acceptance of the order by the respective catering business via the credit card, PayPal, etc. specified by the customer.

"arlacarte.at" acts only as an intermediary between the customer and the respective catering establishment and is entitled to accept payments on behalf and for the account of the respective catering establishment.

## **5. Order:**

Depending on the customer's delivery address in the delivery area (delivery and transfer location), different catering establishments and their respective food and beverage offers are available to the customer. For this reason, the customer must bindingly specify his delivery address in the delivery area (delivery and transfer location) when registering or also when placing a guest order. This address is then also the place for the delivery and handover of the ordered food and beverages (place of delivery and handover).

After registration or after entering his data by way of guest order on the platform through "arlacarte.at", the customer can order food and/or beverages of his choice from a catering establishment listed on the platform, which is available based on the delivery and handover location specified by the customer during registration or guest order, for a delivery period of 30 minutes, which can also be selected by him. The delivery period, i.e. the period within which the ordered food and/or beverages must be delivered, is always 30 minutes. The delivery period can be selected between 5.30 and 10.00 p.m., depending on availability at the respective catering establishment. The delivery periods are subject to change and are only available for booking by the customer subject to availability at the respective catering establishment. If a delivery period is not possible at the respective catering establishment and/or is already occupied, a booking by the customer for this period is not possible.

Orders for the evening of the same day are only possible if they are placed no later than the time specified on the website. Orders for the following days can also be placed later.

For each order and delivery period, the Customer may select and order only a certain maximum number of meals and/or beverages, which is specified on the Website.

An example for clarification: Customer A orders a delivery of 3 different starters, 3 different main courses, 3 different desserts and different beverages from restaurant C for the delivery period from 7:00 p.m. to 7:30 p.m. via "arlacarte.at". This order will be confirmed by the respective catering establishments, processed and prepared and delivered to the customer in the selected delivery period of "arlacarte.at" at the agreed delivery and handover location.

## **6. cancellation:**

Since the respective Catering Establishment has to purchase the goods for the food and/or beverage orders and they are processed and because they are perishable goods, the Customer has no possibility to cancel the order after it has been placed.

On the other hand, if, for example, the ordered food and/or beverage delivery is no longer available, etc., the respective Catering Establishment is entitled to cancel the Customer's order without giving any reasons. In this case, the customer shall receive a corresponding cancellation notice via "arlacarte.at". In this case, the customer will be credited the invoice amount paid by him to the account used by him in the order.

From the cancellation, the customer is not entitled to any claims against "arlacarte.at" or the respective catering establishment.

## **7. Delivery:**

The delivery of the ordered food and / or beverages will be made within the delivery period selected by the customer when placing the order. The customer undertakes to be present during the delivery period at the selected Lifer- and handover location and to be ready to take over the delivery. If the customer should not be found by the deliverer on site, the deliverer is not obligated to wait, but is entitled to put down the delivery at the selected delivery and handing over place. In this case, the deliverer does not have to make any special arrangements. In this case, the delivery shall be deemed to have taken place when the food and/or beverages ordered by the customer are placed at the delivery and handover location selected by the customer.

## **8. Warranty and liability:**

It is outside the sphere of influence of "arlacarte.at" whether the catering businesses confirm and process the orders of the customer transmitted via "arlacarte.at". "arlacarte.at" is exclusively an intermediary between the customer and the respective catering establishment and not a contractual partner of the customer, which is why the customer has no claims against "arlacarte.at" if the respective catering establishment does not accept the offer or does not process it properly and in a timely manner.

"arlacarte.at" also expressly assumes no guarantee for the quality or quantity of the food and beverages ordered by the customer and prepared by the respective catering establishment and also not for the timeliness of delivery of the same. Contractual claims, such as warranty claims are to be clarified and asserted exclusively directly in the relationship between the customer and the respective gastronomy business.

"arlacarte.at" only operates the platform and can therefore not assume any responsibility for the content of the independent catering businesses, the failure or the conclusion of the contract, its proper fulfillment or any performance problems. These claims are to be directed by the customer directly against the respective catering business.

Irrespective of this, "arlacarte.at" shall be liable outside of injury to life, limb and health (personal injury) and outside of intentional gross negligence for slight negligence only if essential contractual obligations (so-called cardinal obligations) are violated, whereby the liability is limited to the contract-typical and foreseeable damage. Cardinal obligations are those obligations that the contract according to its meaning and purpose has to grant the contracting party or whose fulfillment makes the proper execution of the contract at all possible and on whose compliance the contracting party may regularly rely. "arlacarte.at" is not liable for the slightly negligent breach of obligations other than those mentioned in the preceding sentences.

## **9. Data protection:**

A high level of data protection is "arlacarte.at" a concern. When using the platform "arlacarte.at" stores the data entered into the system by the customer during registration or guest orders for purposes of ensuring the functionality of the platform and to process the food and beverage orders of the customer. The customer expressly agrees to this. In this context, reference is made to the privacy policy on the website of "arlacarte.at" at [www.arlacarte.at](http://www.arlacarte.at), which the customer can view at any time and whose knowledge he confirms with his order.

## **10. Final provisions:**

For all contractual relations between the customer and "arlacarte.at" is exclusively Austrian law, excluding the reference norms and the UN Convention on Contracts for the International Sale of Goods applicable.

Exclusive jurisdiction for all disputes arising from or in connection with the user relationship between the user and "arlacarte.at" is Austria. This does not apply to consumers within the meaning of the KSchG.

Changes or additions to this contract are only effective if agreed in writing. The written form is also email, SMS, MMS as well as fax.

"arlacarte.at" reserves the right to change these General Terms and Conditions including the Privacy Policy at any time. Such changes will be communicated to the customer with the effective date by email. The notified changes are considered approved if the customer does not object in writing or by email within 2 weeks from notification of the new conditions. On the effect to a change notification "arlacarte.at" will expressly point out to the customer in the email. In the event of an objection by the customer, the right to use the platform ends and the customer account is then deleted. For non-registered customers, the new conditions apply from publication on the platform.

If a provision of these General Terms and Conditions is invalid, the remaining provisions shall remain unaffected. The invalid provision shall then be replaced by a provision that comes closest to the economic objective of the parties. The same shall apply if there are any gaps in these contractual terms and conditions.