

## Getir's Terms and Conditions of Service

### September 2022 version

THESE TERMS AND CONDITIONS OF SERVICE APPLY ONLY TO USERS LOCATED IN SPAIN. IF YOU USE THE APP OUTSIDE OF SPAIN, DIFFERENT TERMS AND CONDITIONS WILL APPLY DEPENDING ON THE COUNTRY IN WHICH YOU ARE LOCATED. THE APP DISPLAYS THE APPLICABLE TERMS AND CONDITIONS BASED ON YOUR LOCATION.

### 1. These terms

#### 1.1. Purpose of these terms and conditions

These are the terms and conditions under which we will provide our products to you if you make a product purchase through the Getir App (the "**App**").

#### 1.2. Why you should read them

By placing an order or purchasing products through the App, you agree to be bound by these terms and conditions. Please read these terms and conditions carefully before placing an order. These terms and conditions tell you who we are, how we supply the products, how you and we may modify or terminate the contract, and other relevant information. Please contact us if you believe there is an error in these terms and conditions.

#### 1.3. Territory

Our App is intended solely for the promotion and sale of products in the areas included in the map shown in our App (the "**Territory**"). We do not deliver to addresses outside the Territory. Accordingly, if you attempt to place an order outside the Territory, we will notify you immediately and will not accept your order.

#### 1.4. The App can only be used by persons of legal age

The App can only be downloaded and used by adults, so you should not use it if you are under 18 years old. We do not accept the purchase of products by minors. We may sell products intended for children, but the purchase must be made by adults.

#### 1.5. Products prohibited to minors

In accordance with current regulations, the sale of alcoholic beverages to minors is prohibited. Getir is committed to complying with its legal and social obligations as a retailer of alcoholic beverages and other products prohibited to minors and to this end introduces a number of controls during the ordering and delivery process (by way of example, our couriers may ask for age verification if the customer appears to be under 18 years of age). For more details on the delivery of prohibited products to minors, please refer to section 6.13.

### 2. Information about us and how to contact us

#### 2.1. Who we are

GETIR SPAIN, S.L.U. is a company with registered office at Pg. de Gràcia, 17, 08007 Barcelona, Spain and NIF B02988046, registered in the Commercial Registry of Barcelona in Volume 47620 Sheet B-557316 Folio 51.

#### 2.2. Contact us

You can contact us by calling our customer service at +34 930034977, emailing us at [hola@getir.com](mailto:hola@getir.com) or writing to us at Pg. de Gràcia, 17, 08007 Barcelona.

#### 2.3. How we may contact you

If we need to contact you, we will do so by telephone or in writing to the email address or postal address you provided when you registered on the App.

#### 2.4. The term "in writing" refers to e-mails and messaging within the Getir application.

#### 2.5. The terms "in writing" or "writing" in these terms and conditions refer to email messages and messages within our App.

### 3. Our contract with you

#### 3.1. Create an account

You can start using the App by downloading it, completing the registration sections, confirming your cell phone number and entering the authentication password. You can also register with your Google, Facebook or Apple account by clicking on the corresponding link on the registration page. You will then be able to browse through our products and select the ones you wish to purchase. In any case, you represent and warrant that the information you provide when registering and using our App is true and accurate and will be kept up to date at all times by you.

### **3.2. Shopping cart**

You may place products in your virtual shopping cart (or basket) without any obligation to make a purchase, and you may change the content of your cart and the items you have placed in it at any time prior to placing your order, using the correction tool provided and explained for this purpose, during the order creation process.

### **3.3. Minimum shopping cart value**

Product orders are subject to a minimum shopping cart value, which will be confirmed on the relevant page of the App. Some products may not count towards the minimum shopping cart value. We will inform you on the product page whether a product is excluded from the calculation of the minimum order value in the shopping cart.

### **3.4. How to submit an order**

You can check the details, the total price and correct any errors before confirming your order. You must check the accuracy of the details of the order. Only after clicking the "Order and Pay" button is a binding offer made for the products in the virtual shopping cart.

### **3.5. Please check your order carefully before submitting it**

Once submitted, the order cannot be modified. If you still wish to change your order, you must cancel it (see section 7 - Right to cancel an order) and place a new order.

### **3.6. Acceptance of order**

Acceptance of the order by us will take place by sending you a written order confirmation (on the App or by email) informing you that we have accepted the order, giving rise to the conclusion of a contract between you and us. Upon confirmation, the price of the product(s) indicated in the order confirmation and the amount of the associated Fees of which you will be informed beforehand, will be debited directly from your account. There will be no partial acceptance of orders.

### **3.7. Cases in which we cannot accept your order**

All products and orders are subject to availability. We will inform you if your order cannot be accepted and we will not charge you for the product. Non-acceptance may be due to an error in payment or an unexpected shortage of resources that we cannot reasonably foresee (for example, if there are not enough couriers available at any given time).

### **3.8. Order number**

We will assign a number to your order and that number will automatically be linked to the telephone number registered to your account. If you contact us by telephone regarding your order, our customer service will confirm whether the telephone number you are calling from is the same as the number registered to the account from which the order was placed. If so, our customer service team will be able to access your order number and view your order details. Unless there is evidence to the contrary, the data recorded in our computer system will constitute proof of all transactions with you.

### **3.9. Vouchers and discounts**

We may occasionally offer discounts and offers at our discretion. All discounts and offers are subject to availability and the specific terms of the discount or offer set forth on the App Promotions Page. We reserve the right to amend or cancel any discount or offer, subject to the specific terms set forth on the Promotions Page (any such modification or cancellation will not apply to orders already accepted). Offers appearing on the App may be made on an instant, regional or individual basis, based on product or payment option. Offers may have limitations based on Getir account, device, credit card, email address, location and other similar data to prevent abuse or fraud in connection with such offers. Getir may take all reasonable steps to protect itself against the fraudulent or abusive use of offers, promotions or campaigns, without limitation (including suspension and/or account deletion), and to require additional verification of the identity, age and other relevant details of any customer it reasonably believes has engaged in such acts.

## **4. Our products**

### **4.1. Products may differ slightly from images**

The images of the products displayed on our App are provided for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

### **4.2. Product packaging may vary from the one shown**

The packaging of the product may be different from that shown in the images in our App. Actual product packaging and materials may contain more and/or different information than that shown on our App. All information about the products on our App is provided for information purposes only. Please do not solely rely on the information provided in the App. Always read the labels, warnings and instructions provided with the product before using or consuming it. If you have any questions about the safety of any product, or for any other information about a particular product, please read the instructions on the label or packaging carefully and contact the manufacturer.

### **4.3. Allergens**

Some food products may contain nuts or other allergens. We will attempt to display allergen information for each food product. If such information is not immediately available or if you wish to obtain further information or inform us of any allergies you may have, please contact us using the contact details given in section 2.2 above before placing your order. We cannot guarantee that any of the products we sell are allergen-free.

## **5. Our right to make changes**

### **5.1. Modifications to these terms and conditions**

From time to time we may modify these terms and conditions for justified reasons, such as the evolution of our services, legal and regulatory requirements, technological developments and business needs. The terms and conditions applicable to your order are those in effect on the date you place your order. Modified terms and conditions will apply to orders placed after the modification.

### **5.2. Minor modifications to the App**

We can modify the App:

- a) to comply with any changes in applicable legal and regulatory requirements; reflect relevant regulatory changes; and
- b) to make minor technical adjustments and improvements, including, but not limited to, addressing potential security threats. Such changes will not affect your use of the App.

### **5.3. Significant changes to the App and these terms and conditions**

In addition to the foregoing, as anticipated in the description of our App, we may make the following changes to these terms and conditions, in which case we will notify you in advance and you may contact us to cancel your order or terminate the contract, before the changes take effect:

- a) changes in payment methods; and
- b) changes in connection with new product and service offerings; and
- c) material changes in these terms and conditions for justified reasons;

## **6. Delivery of products**

### **6.1. Fees**

The applicable fees, including but not limited to delivery and service fees (the "Fees"), will be displayed in the App prior to the placement of the order.

### **6.2. Product delivery times**

We will do our best to deliver within two hours. For each order, we will inform you of the estimated delivery time during the ordering process. Once we receive your order, you can check the App for live updates on the progress of your order, including estimated delivery times.

### **6.3. We are not responsible for delays beyond our control**

If the delivery of the products is delayed due to an unforeseen event beyond our control (including, but not limited to, weather conditions, traffic or an accident), the estimated delivery time will be updated in real time on the App. We will use our best efforts to minimize the consequences of any delay but, in

such event, we will not be liable for those delays. In addition to section 6.5, in the event of a significant delay, you may contact us to cancel the order and receive a refund for products paid for and not received.

#### **6.4. If you are not at the point of delivery at the time of delivery**

If there is no one at your address to take the delivery and the products cannot be delivered through your mailbox, or left securely at the address, we will cancel your order and you will receive a refund, in accordance with the provisions of section 9.2.

#### **6.5. Your rights if we do not meet the stated delivery date**

Unfortunately, despite our best efforts, things do not always go according to plan and unforeseen factors beyond our control (such as, but not limited to, weather conditions or traffic) may cause delays in the delivery of your items. You can track the progress of your order on the App (including estimated delivery times). If your order has been delayed by more than two hours, you can cancel it, as long as you have not caused the delay yourself (for example, because you gave us the wrong address or did not show up to pick up the product).

#### **6.6. Cancellation of an order due to late delivery**

In the event of a delay in delivery, in accordance with section 6.5, you may cancel your order or refuse delivered items. If you wish, you may cancel only part of the order placed (not all of it), unless splitting the order would significantly reduce the value of the order. We will refund the amount paid for the canceled items. If the items have already been delivered, you will be responsible for returning them to us.

#### **6.7. Responsibility for the products in the order**

The products ordered will be your responsibility from the moment you, or whoever you authorize to receive the products in question, receive them at the address you have provided.

#### **6.8. Ownership of products**

You will become the owner of the products once we have received payment in full.

#### **6.9. What happens if you do not provide us with the requested information?**

We may need certain information from you in order to deliver the products, for example, directions to your address when we cannot locate it. We will contact you for this information if we need it. If you do not provide us with the requested information within a reasonable time after we request it, or if you provide incomplete or incorrect information, we may cancel your order (and the provisions of Section 9.2 will apply). We will not be liable for any delay in delivery of the goods or non-delivery if you have not provided us with the necessary information within a reasonable time after we request it.

#### **6.10. Suspension of product delivery**

We may have to suspend the delivery of the products to:

- 6.1.1. solve technical problems or make minor technical changes;
- 6.1.2. update a certain product to comply with changes in applicable legal and regulatory requirements;
- 6.1.3. make changes to certain products as notified by us to you (see section 5).

In these cases, we will inform you in advance.

#### **6.11. We will not deliver the products in case of non-payment.**

If payment is not made in due time (see section 11.3), we will not deliver the products until the outstanding amounts have been settled. We will contact you to inform you that payment has not been completed and that we will not deliver the products to you. We reserve the right to cancel the order and you will be charged the corresponding Fees.

#### **6.12. Delivery to public places and workplaces**

When delivery is made in a public place or at a workplace, we require you to be present to collect your order. If you are not present, we reserve the right to cancel your order and you will still be charged the relevant Fees.

#### **6.13. Delivery of products prohibited for minors**

Such products may include, but are not limited to, alcoholic beverages. When ordering a product prohibited to minors, you must confirm that you are of legal age. You or someone over the age of 18 must be present at the time of pickup and accept the delivery of such product. The order will not be left unattended. We reserve the right to carry out appropriate identity checks. For example, our couriers might request proof of age if the person receiving the products appears to be under 18 years of age. Our

couriers will accept as proof of age an official and valid identification document, such as a passport, ID card and/or driver's license. We may withhold and not deliver the products if you do not provide proof of age. We will not sell or deliver alcohol to anyone under the age of 18. By placing an order and accepting these terms of service, you confirm that you are of legal age and we reserve the right not to deliver in case of doubt. We also reserve the right to refuse an order containing products prohibited to minors for any reason, including the specified delivery location. We may also refuse to deliver alcohol to anyone who is, or appears to be, under the influence of alcohol or drugs, in which case we will refund any advance payment for such products, but may deduct or charge reasonable compensation for actual costs incurred by us, such as the related Fees.

#### **6.14. Other verifications**

We reserve the right, where necessary, to take any reasonable steps to protect Getir against fraudulent orders or orders contrary to these terms and conditions, including, without limitation, requiring additional verification of your identity, age and other relevant details. If we suspect fraudulent activity or a breach of our terms and conditions, we may cancel your order and you will still be charged for delivery.

### **7. Right to cancel your order**

#### **7.1. You can cancel your order at any time**

Your rights in relation to the orders depend on what you have purchased, whether or not the goods are defective, how the order is carried out and when the order is cancelled:

1. If the products you have purchased are defective or misleadingly described, you may have a legal right to cancel the order (or to have the product repaired or replaced, or the service repeated, or part or all of the amount paid refunded), see section 10;
2. In the event of cancellation due to an action initiated or announced by us, see section 7.2;
3. In case you have changed your mind, see section 7.3. You may obtain a refund if you exercise your rights within the withdrawal period, subject to any deductions;
4. In all other cases (if attributable to us and there is no right of withdrawal), see section 7.6.

#### **7.2. Cancellation of the order due to an action already taken or announced by us**

If you cancel your order for any of the reasons set out in 7.1 above, your order will be cancelled with immediate effect, and you will be refunded the full amount paid for the undelivered products. You may also be entitled to compensation. The reasons are as follows:

1. notification by us of an impending change to the App or these Terms and Conditions with which you do not agree with (see Section 5.3);
2. notification by us of an error in the price or description of a product ordered, for which you do not wish to proceed;
3. the existence of a risk of substantial delay in the delivery of the products due to events beyond our control;
4. the suspension of the delivery of the products for technical reasons, or the notification of an imminent suspension for technical reasons;
5. any error on our part gives you the legal right to cancel the order.

#### **7.3. Exercising the legal right of withdrawal**

You may exercise your right of withdrawal within 14 calendar days and obtain a refund without having to give reasons for such withdrawal. These rights are explained in more detail in these terms and conditions. Please note that most of the products in our App are perishable items and that the right of withdrawal, under Spanish law, does not apply to perishable items. Please see section 7.4 for more information on the products to which cancellation rights apply.

#### **7.4. Cases in which the right of withdrawal is not applicable**

In accordance with current regulations, you may not exercise your right of withdrawal with respect to:

1. Perishable items, such as food products and foods that may deteriorate or expire quickly;
2. Products sealed for health protection or hygiene purposes, once unsealed after receipt;
3. Any product that is inseparably mixed with other items after delivery;
4. Products or services that can be understood as highly customized;

5. The supply of alcoholic beverages whose price has been agreed at the time of the conclusion of the sales contract and which cannot be delivered within 30 days, and whose actual value depends on market fluctuations beyond the control of the entrepreneur;
6. The supply of sealed sound or video recordings or sealed computer programs that have been unsealed by the consumer and user after delivery;
7. The supply of daily newspapers, periodicals or magazines, with the exception of subscription contracts for the supply of such publications.

If you wish to cancel your order after it has been dispatched (but before the time of delivery), we shall be entitled to charge you an amount equal to the price of the items contained in your order, except where the right of withdrawal applies.

#### **7.5. Deadline for order cancellation**

If you have the right to cancel an order, the time you have to do so depends on what you ordered and the method of delivery. You normally have 14 calendar days from the day you (or someone you have appointed) receive the order.

#### **7.6. Cancellation of the order in the absence of any default on our part and in the absence of the right of withdrawal.**

If you want to terminate the contract for any other reason, just contact us to let us know. The contract will be terminated immediately and we will refund any amount you have paid for undelivered products.

### **8. How to cancel an order**

#### **8.1. Notification of order cancellation**

To cancel your order, please notify us by:

1. Phone or e-mail. Please contact customer service at +34 930034977 or send an e-mail to [hola@getir.com](mailto:hola@getir.com). Please provide your name, address, order details, telephone number and e-mail address.
2. Post. Print the [form](#) and mail it to the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it, and your name and address.

#### **8.2. Return of products after order cancellation**

If you cancel your order for any reason after the products have been shipped to you or you have received them, you must return the products to us. Please contact customer service at +34 930034977 or send us an email to [hola@getir.com](mailto:hola@getir.com) to arrange a pick-up. If you have purchased non-perishable products and you are exercising your right of withdrawal (where applicable), you must allow us to collect the goods or send them to GETIR SPAIN, S.L.U. at Pg. de Gràcia, 17, 08007 Barcelona within 14 calendar days from the date you communicate your intention to withdraw from the contract. Please return the items in their original packaging and without removing the labels. In case the items include a hygiene or security seal, we ask you to take all reasonable care not to remove the protective seals while examining the items, unless you are sure that you wish to keep the products. If protective seals or labels have been removed or tampered with, you will not be able to return the item in question and no refund will be made.

#### **8.3. Returns**

It is your responsibility to mail us the products you wish to return in accordance with these conditions or, if you have asked us to collect the products, you will be responsible for paying the related Fees. The above does not extend to perishable goods, unless such goods are faulty, in which case such goods may be returned.

#### **8.4. Conditions of reimbursement**

The price paid for the products, including Fees, will be refunded according to the method of payment used. However, a portion of the price may be retained as described below.

#### **8.5. Deduction of the amount to be refunded in case of exercise of the right of withdrawal in relation to non-perishable items (where applicable)**

In the event that you exercise your right of withdrawal (where applicable):



We may reduce the refund of the price (excluding Fees, in part or in full) by reason of any reduction in the value of the goods where such reduction is due to the goods having been handled in a way that would not be permitted in a store. If the price paid is refunded before we have had the opportunity to inspect the goods and we subsequently find that you have handled them in an unacceptable manner, you must pay us for any damage you have caused to the goods as a result of such mishandling.

#### **8.6. Repayment terms**

The amount due will be reimbursed as soon as possible. If you exercise your right of withdrawal, the refund will be made within 14 calendar days from the date on which you inform us that you have exercised this right.

### **9. Our right to cancel an order**

#### **9.1. Cancellation of the order in case of non-compliance on your part**

We may cancel your order/terminate the contract in respect of a product at any time by written notice if:

1. you fail to pay the amount due by the due date;
2. does not meet our requirements as set forth in Section 6.13;
3. there is any suspicion of fraudulent activity or if you fail to comply with paragraphs 1, 3, 6 and 7 of our terms (or any specific provision of the terms of any promotion referred to);
4. you do not provide, within a reasonable time after we request it, the information necessary for the supply of the products, e.g. your delivery address; or
5. does not allow us to deliver the products within a reasonable period of time.

#### **9.2. Obligation to pay compensation in case of non-compliance with terms and conditions**

If we decide to cancel your order due to any of the circumstances referred to in paragraph 9.1 or any other provision of these terms and conditions, we will refund to you any sums paid in advance for goods which we have not supplied to you, but we may deduct or charge you an amount for the actual costs which we incur as a result of your breach of these terms and conditions, such as the related Fees. If there are other damages caused by the consumer to our company or our customers, we shall be entitled to claim such damages.

### **10. Incidents with products**

#### **10.1. How to report incidents**

If you have any questions or complaints, please contact us. You can call our customer service at +34 930034977 or write to us at [hola@getir.com](mailto:hola@getir.com).

#### **10.2. Summary of your statutory warranty rights**

We have a legal obligation to supply products that comply with the provisions of these terms and conditions and the laws and regulations in force in Spain. None of these conditions will affect your rights as a consumer. The products supplied by us benefit as of right, and without any other consideration, regardless of the right of withdrawal and in accordance with the provisions of the law of (i) the legal warranty of conformity, for products obviously defective or damaged, or that do not correspond to the order, and (ii) the legal warranty against hidden defects resulting from a defect in material, design or manufacture present in the products supplied and that make such products unfit for use. We remind you that under the legal warranty of conformity:

- (a) you are entitled to the relevant warranty for a period of three years from delivery;
- (b) you may decide to have the product you have ordered repaired or replaced, in accordance with the conditions set forth in Article 118.1 of Royal Legislative Decree 1/2007, of November 16, 2007, approving the revised text of the General Law for the Defense of Consumers and Users and other complementary laws;
- (c) you shall be relieved of the burden of proving the existence of a lack of conformity of the product, unless this is incompatible with its nature or the nature of the lack of conformity.

In addition, the legal warranty shall apply regardless of the commercial warranties applicable to the product. You may also decide to invoke the warranty for hidden defects in accordance with article 1486 of the Spanish Civil Code. In this case, you may choose to invoke the cancellation of the sale or the reduction of the price.

#### **10.3. Limits of the legal warranty**

This warranty is limited in any case to the replacement or refund of non-conforming or defective products. We shall not be liable in case of improper use, use for professional purposes, fault or lack of maintenance on your part, nor in case of normal deterioration of the products, accident or force majeure.

#### **10.4. Obligation to return rejected products**

If you wish to exercise your legal rights to refuse the products, you must allow us to collect them. Please contact customer service at +34 930034977 or send an email to [hola@getir.com](mailto:hola@getir.com) to arrange collection.

#### **10.5. Our obligation in case of product returns**

We will refund, replace or repair products or parts under warranty that are identified as non-conforming or defective. Refunds of non-conforming or defective products will be made as soon as possible and at the latest within 30 days of the detection of the non-conformity or hidden defect, by us. Refunds will be made by the method of payment used or by crediting to your current account.

### **11. Price and payment**

#### **11.1. Product pricing**

The prices of the products are in Euros (EUR) and are inclusive of VAT and Fees. The price corresponds to the quantity indicated on the order pages when you place your order. We will make all reasonable efforts to ensure that the price of the product communicated to you is correct. However, please refer to section 11.2 for the procedures applied if an error is detected in the price of the product ordered.

#### **11.2. Incorrect price**

We will do our best to avoid such an eventuality, but it may happen that the price of some of the products is incorrect. We normally check prices before accepting orders, so if the correct price of the product on the date of your order is lower than our stated price on that date, we will charge you the lower amount.

#### **11.3. Term and form of payment**

We accept MasterCard, Visa, American Express, PayPal and Apple Pay. Your credit or debit card will be charged when you place your order.

#### **11.4. How to proceed if you believe that the amount charged is incorrect?**

If you believe that the amount charged is incorrect, please contact us without delay and let us know.

#### **11.5. Possibility of tipping the delivery person**

Tipping is not mandatory, it is purely voluntary and will be charged in addition to the amount of the order.

In addition to the price of the order, you have the possibility to select different tip amounts or to enter a tip amount. The selected tip will be paid in full to the selected courier, notwithstanding any withholdings we may be required to make for tax purposes. By clicking the "Submit" button after you have selected or entered the tip amount, you (i) agree to tip the selected amount to the courier and (ii) authorize us to collect the selected amount from you using the payment method used in the applicable order. The tip will be charged with the same payment method used on the relevant order. The tip payment cannot be cancelled; upon clicking the "Submit" button we will charge the full amount of the tip and will not be able to refund it at a later date.

### **12. Our liability for any loss or damage suffered by you**

#### **12.1. We are liable for any direct damage caused by us**

In the event that we fail to comply with these terms and conditions, we will be liable for any damages you suffer which arise directly from our failure to comply with these terms and conditions. Our liability to you shall not be excluded or limited in any way when it is unlawful to do so. This includes liability for death or personal injury caused by our negligence or our employees' negligence, agents or sub-contractors; for fraud or fraudulent misrepresentation; for wilful misconduct or gross negligence; for breach of your legal rights in relation to the products and for defective products.

#### **12.2. We will not be liable for commercial losses**

The products are supplied exclusively for domestic and private use and consumption. If you use the products for commercial, business or resale purposes, we shall not be liable in any way for loss of profits, loss of business, business interruption or loss of business opportunities.



**12.3. In the event that you lose the device that includes access to the App, or the device is stolen, please notify us immediately and stop using the payment cards registered in the App.**

Otherwise, third parties may continue to place orders through the App and have their payments accepted. We will not be responsible for fraudulent use of the App by third parties and will cooperate with the relevant authorities, if necessary, to provide reliable proof of improper fees.

### **13. Processing of personal information**

#### **13.1. How we may use your personal information**

We will only use your personal information as set forth in our [Mobile App Privacy Policy](#) and [Mobile App Cookie Policy](#).

### **14. Delete your account**

14.1. You may close your user account at any time by sending an e-mail to our Customer Service by following the instructions below.

### **15. Other important terms and conditions**

#### **15.1. Possible assignment of this agreement to third parties**

Our rights and obligations under these terms and conditions may be assigned to third parties. We will contact you to inform you if we intend to do so. If you are not happy with this assignment, you may contact us to terminate the contract within 14 days of us notifying you and we will refund any payment you have made in advance for products not yet supplied by us.

#### **15.2. Need for our consent to assign your rights to a third party**

Your rights or obligations under these terms and conditions may only be assigned to a third party with our written consent. However, during the entire period of validity of the legal warranty, you may assign it to a person who has purchased the product if that person can prove that he or she now owns the product.

**15.3. There are no third party rights under this contract. This contract is between us and you and no other person shall have any rights under this contract.**

**15.4. If any part of this contract is declared null and void by a court, the remainder shall continue in force.**

Each section of these terms and conditions shall have effect independently of the others. If any court or competent authority declares any of them null and void, the other sections shall remain in full force and effect.

**15.5. Any delay in the execution of this agreement will not affect our ability to execute it at a later date.**

If you do not immediately demand compliance with these terms and conditions, or if we delay in taking the necessary action as a result of your failure to comply with this agreement, this will not relieve you of your obligation to do so and will not prevent us from taking action against you at a later date. For example, our failure to issue a reminder in the event of non-payment and timely delivery of goods will not prevent us from requiring such payment at a later date.

#### **15.6. Language**

These terms and conditions will be displayed in the language you have chosen in the App. In the event that they are translated into other languages, the Spanish version will prevail in case of dispute.

#### **15.7. Tests**

The document containing these terms and conditions is stored on a durable medium in image form under security conditions deemed to be reliable. You may make an electronic backup copy or print these terms and conditions on paper when they are sent to you as part of the order confirmation email. For this purpose, these terms and conditions shall be deemed to be evidence of the agreement between you and us. You acknowledge that the evidentiary value of this document cannot be questioned by the mere fact that it is in electronic form.

#### **15.8. Disclaimer**

Our failure to enforce any provision of these terms and conditions, or to act upon any breach by you or any third party, shall in no way waive our right to enforce them at a later date, or to act upon any similar breach at a later date.

**15.9. Alternative dispute resolution procedure and how to initiate legal proceedings**

You are informed that you have the possibility to resort to alternative means of dispute resolution such as mediation, in particular to Consumer Arbitration Boards. Please note that disputes can be submitted for resolution online on the [European Commission's Online Dispute Resolution](http://ec.europa.eu/consumers/odr) platform available here: <http://ec.europa.eu/consumers/odr>.

We also inform you that we have complaint forms available and that you can request them by e-mail at [hola@getir.com](mailto:hola@getir.com).

#### 15.10. **Applicable law and jurisdiction**

These terms and conditions are governed by Spanish law and any dispute shall be submitted to the jurisdiction of the Spanish courts. In particular, to those corresponding to your place of residence or domicile.

### **Annex 1**

#### ***Information on the exercise of the right of withdrawal***

*(this form must be completed and sent only if you wish to withdraw from the contract)*

*- To the attention of GETIR SPAIN, S.L.U., with address at Pg. de Gràcia, 17, 08007 Barcelona and NIF B02988046, with e-mail [hola@getir.com](mailto:hola@getir.com):*

*- I/we hereby inform you (\*) that I/we hereby withdraw from my/our (\*) contract for the sale of the following good/provision of the following service (\*)*

*- Ordered on/received on (\*)*

*- Name(s) of consumer(s) and user(s)*

*- Address of the consumer and user or consumers and users*

*- Signature of the consumer and user(s) (only if this form is submitted on paper)*

*- Date*

*(\*) Delete as appropriate.*