

## General Terms and Conditions (T&C)

The following General Terms and Conditions ("**T&C**") of the Paradise Foods Entity identified in these Terms ("**Paradise Foods**", "**we**") govern the use of our service, accessible via the mobile application "Paradise Foods" ("**App**") and via <https://paradisefoods.com/> ("**Website**") and are applicable to all contracts you ("**Customer**", "**you**") conclude via the App or Website. Ordering at Paradise Foods requires your agreement to the following T&C. Please read them carefully.

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## 1. Scope of application, definitions

- 1.1 These T&C shall apply to all deliveries of products and services performed by Paradise Foods. By checking the appropriate checkbox when placing an order, you agree to the validity of these T&C without any restrictions. If you do not accept our T&C, you may not use our services. If you are using our services on behalf of a corporation, company, or organization (collectively, the "**Organization**"), you represent and warrant that (a) you are an authorized representative of such Organization and (b) you have the authority to bind such Organization to these T&C.
- 1.2 General terms and conditions (standard contractual clauses) and deviating conditions of our Customers are not accepted, unless otherwise agreed in writing.
- 1.3 The version of the T&C valid at the time of the conclusion of the respective contract shall apply. Our T&C can be downloaded, stored, and reproduced at any time under [https://business.paradisefoods.com/storage/privacy\\_policy/en/TermsAndConditions.pdf](https://business.paradisefoods.com/storage/privacy_policy/en/TermsAndConditions.pdf).
- 1.4 Insofar as special rights and/or obligations have been agreed in these T&C for Consumers or for Entrepreneurs only, the following definitions shall apply:
  - 1.4.1 "**Consumer**" is referring to any natural person who enters into a legal transaction for a purpose that can be attributed neither to his commercial nor to his independent professional activity.
  - 1.4.2 "**Entrepreneur**" is referring to a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity. A partnership with legal capacity is a partnership that is endowed with the capacity to acquire rights and incur liabilities.

## 2. Use of our App and Website

- 2.1 The use of our App is governed by additional terms of use, available at [https://business.paradisefoods.com/storage/privacy\\_policy/en/AppTermsOfUse.pdf](https://business.paradisefoods.com/storage/privacy_policy/en/AppTermsOfUse.pdf). Furthermore, the terms and conditions of the Apple App Store, the Google Play Store, or any other app store you may use ("**App Store**"), which you have agreed with the provider of the respective App Store or will agree in the future, apply to the use of our App.
- 2.2 We strive for the continuous and uninterrupted accessibility and performance of our App and Website. However, we do not assume any liability for their permanent availability if access is disrupted by you, by an unforeseeable or irresistible act of a third party not acting on our behalf under these T&C, or by a force majeure event as defined by case law. Paradise Foods reserves the right to temporarily interrupt access to the App and/or Website for maintenance or updating purposes.

## 3. User accounts

- 3.1 Ordering with Paradise Foods requires the registration of an individual user account. You are obliged to provide truthful information about your personal data during the registration

process. You are obliged to always keep your data up to date. Creating multiple accounts creates damage to Paradise Foods related to, inter alia, unauthorized use of new customer discounts. Therefore, the Customer is allowed to create only one user account. Any additional accounts will be deleted.

3.2 You are obliged to prevent unauthorized access to your user account. Therefore, please treat your access data and password confidentially. You will be liable for all activities taken from your user account unless you are not responsible for the unauthorized access. You must notify us of any unauthorized access or use of your mobile device without undue delay. If you do not use your own mobile device or your own mobile data connection to use the App, you must obtain the consent of the respective owner of such device or connection.

3.3 It is not allowed to (i) use or attempt to use the user account of another person without authorization, (ii) access the personal payment data of another person without authorization and/or use the personal payment data of another person without the latter's consent, (iii) create a user account using a falsified identity or an identity of another person without the latter's consent, or (iv) access the App/Website by circumventing a registration process provided by us. Moreover, the following actions and measures shall not be permitted:

3.3.1 repeated (at least two times) and unlawful refuse to accept deliveries or if you are not present at the time of delivery;

3.3.2 behaviour towards our staff in a manner that violates applicable law, or

3.3.3 culpable breach of your obligations under this section 3 or under section 5.4 of these T&C, of your payment obligations (section 9), or the conditions for vouchers (sections 11.3 and 11.4).

3.4 We also reserve the right to delete inactive user accounts and the associated data after a reasonable period of time, but no earlier than one year after the last activity.

#### **4. Sales contract, order limits**

4.1 When entering the delivery address or location in the App or on the Website, you can see whether the desired delivery address or location is located in one of our delivery areas, and if our stores are currently open for ordering. If this is not (yet) the case, an order is not possible.

4.2 The presentation of the articles on the App and/ or Website does not constitute a legally binding offer, but merely an invitation to the Customer to compile a selection of goods and to submit an offer for purchase. Even by placing goods in the shopping cart, no purchase contract is created.

4.3 The current minimum order value is displayed in the App and on the Website. It is not possible to place an order with Paradise Foods before reaching the minimum order value.

4.4 By sending the order via the App/Website by clicking the button with the lettering "Buy now" (or a corresponding and clearly designed button), you submit a binding offer for the goods placed in the shopping cart at the price shown.

4.5 After placing the order, a binding contract is concluded when the order is accepted by an order confirmation and/or the Customer is automatically prompted to select the desired

method of payment. If the delivery of the ordered goods is not possible, for example, because the corresponding goods are not in stock, no order confirmation will be sent to the Customer, and the Customer will not receive a request to select the payment method. In this case, a contract is not concluded, of which the Customer will be informed immediately.

- 4.6 We do not sell and/or deliver goods that are subject to youth protection regulations (e.g. alcoholic beverages) to minors. For this reason, you need to confirm your age before ordering such restricted goods. Offers to conclude a purchase contract by minors on such items will be automatically rejected. Please also refer to sections 5.4 and 17 below.
- 4.7 If, in exceptional circumstances, delivery of goods is not possible, for example due to the lack of availability of individual items or due to unforeseen and inevitable capacity shortages, we will inform you immediately after we have become aware of such a circumstance. In such a case, we will refund the purchase price for the items affected via the original payment method, without prejudice to other rights you may have.
- 4.8 The quantities of goods we deliver are limited. When adding a larger quantity to the shopping cart than permitted, you will receive a notice about the article-specific quantity limit.
- 4.9 Provided that you are a Consumer, orders may be cancelled up to 48 (forty-eight) hours before the scheduled delivery time. In this case, Paradise Foods will refund any payments (including delivery fees and tips) made by You as quickly as possible. In case the order is cancelled by You less than 48 (forty-eight) hours before the scheduled delivery time, Paradise Foods may decide at its free discretion not to refund any delivery fees or tips already paid by you. In case you are an Entrepreneur, this section 4.9 shall not apply.

## **5. Delivery**

- 5.1 Delivery will be provided by Paradise Foods, by a company affiliated with Paradise Foods ("**Affiliated Company**") or by one of our delivery partners, as the case may be. Estimated delivery times are indicated on the App or Website when the order is placed and begin to run from the date of your receipt of the order confirmation email.
- 5.2 By submitting the order, you confirm that your personal information and the specified delivery address are correct. You are solely responsible for providing a complete, correct and accurate delivery address or location. If necessary, additional address information (floor, apartment, etc.) or further instructions for delivery are to be added.
- 5.3 You and/or a person authorized by you must be present at the specified delivery address upon delivery. Furthermore, you must be available for any queries regarding the delivery at the telephone number provided in the order process. In case you and/or a person authorized by you cannot be found at the delivery address and we cannot reach you under your telephone number, we may drop off the order at the delivery address / location (e.g. on your boat) at your own risk, if the order does not contain products prohibited for sale to minors or products which can be diverted to illicit use such as glass bottles or certain household cleaners. In the event the order contains such products, the order will be cancelled by us within the scope of the legal requirements, and you will be charged the full order price.

5.4 Goods which are subject to youth protection regulations (e.g. tobacco products, alcoholic beverages) will, deviating from the delivery process described above, only be handed over personally to you and only if the Customer has reached the legally required minimum age in the place of delivery. . For this purpose, you are obligated to present your identity card or a comparable official document (passport, As we operate in various countries servicing various persons of various nationalities, wouldn't it be better to say something like, "Goods that are subject to youth protection or age-restriction laws (e.g. alcoholic beverages or tobacco products) will only be handed over personally to the Customer and only if the Customer has reached the legally required minimum age in the place of delivery." than actually stating the age of 18driver's license, etc.) to the delivery person at the time of delivery. In addition, you must truthfully confirm that you have reached the age of 18 during the order process (cf. above section 4.6). If the goods cannot be delivered due to insufficient age verification and/or insufficient personal identification at the delivery address, we are entitled to charge you an additional delivery fee as compensation for the expenses incurred by us.

## **6. Contactless delivery, Click&Collect**

6.1 Unless otherwise specified in the order process, delivery shall be made by personal handover of the goods at the delivery address or location selected by the Customer during the order process. If requested and at your own risk, the delivery can also be made contactless by leaving the goods at the specified delivery address or location (for example, on the boat). We do not offer contactless delivery of goods which are subject to the youth protection regulations, or where you are notified of such an exclusion before completing your order.

6.2 In addition, we may offer our customers at some of our locations the option to pick up goods ordered in advance or on site by themselves ("**Click&Collect**"). We reserve the right to exclude Click&Collect for certain items. We will inform you about such restrictions in the order process. Ordered goods must be picked up within one hour after ordering at the pickup address provided in the ordering process. Please allow a few minutes on site, as we will prepare your order on time as soon as you arrive at the pickup address. The time slots offered for Click&Collect may differ from our opening hours. Please note that Click&Collect is not available at all locations.

## **7. Transfer of ownership**

7.1 The transfer of ownership shall generally take place upon handover, unless otherwise stipulated in the following section. The risk of the due loss of the order shall remain with us until handover.

7.2 The ordered goods remain our property until full payment. Before transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without our express consent.

**8. Prices, delivery costs and service costs, tips**

- 8.1 Only the purchase price of the respective items displayed on the App/Website shall apply. All prices on the App/Website are inclusive of the currently applicable value-added tax at the statutory rate for the specific item. The value-added tax is shown separately for each item. The current total value of your order is shown to the Customer at any time in the shopping cart or in the order overview.
- 8.2 The separately stated delivery and service costs will be clearly communicated to the Customer before submitting his contractual declaration.
- 8.3 We charge an order fee for orders with a low value of goods. The currently applicable order threshold is displayed in the App or on the Website. The small order fee is shown separately in the order overview.
- 8.4 We reserve the right to charge an additional handling fee on top of the delivery and service costs for certain goods ("**Premium Products**"). Such a handling fee compensates for the higher costs associated with the sale of these goods, e.g. special expenses for storage, anti-theft protection or for age checks upon delivery. The handling fee is charged for each order that contains at least one Premium Product. You will be informed about any handling fee that applies to your order before confirming your purchase via our App or Website.
- 8.5 Insofar as the Customer provides tips to our couriers or the couriers employed by our Affiliated Companies as voluntarily paid amounts of money, these tips are intended exclusively for the couriers and will not be considered as payment for the ordered goods. In addition, please note the following: Tips given in cash will be kept by the respective courier. If tips are given via the tip function on the App/Website, they will be allocated to the couriers who are employed by Paradise Foods or by our Affiliated Companies. Paradise Foods will take the necessary steps to ensure that these amounts are paid to the respective couriers.

**9. Payment, due date**

- 9.1 Payment of the purchase price, the delivery costs and any other fees charged shall be made immediately after placing the order or shall become due upon conclusion of the contract.
- 9.2 Payment for the goods can be made using the payment options that we currently offer on the App/Website at the time of the order. Available payment options at the time of placing the order are specified to you prior to the finalization of your order.

**10. Deposit items**

In the case of beverages and other articles on whose packaging a deposit is charged ("**Deposited Products**"), the deposit shall automatically be added to the price shown on the App/Website and the amount of the deposit shall be shown separately.

## **11. Vouchers**

- 11.1 Paradise Foods may, at its own discretion and on a voluntary basis, conduct marketing and advertising campaigns that include voucher codes, vouchers, discounts and other promotional offers for redemption via App and/or Website (collectively "**Vouchers**"). There shall be no entitlement to receive Vouchers.
- 11.2 The respective applicable conditions for the use of the Vouchers (e.g. period of validity, minimum order quantities) shall be communicated to the Customer prior to or upon receipt of the Voucher, whereby Vouchers are generally not applicable to pharmaceutical products, delivery and storage fees, gift vouchers, or deposits. A combination of several vouchers is not permitted. It is also not possible to use a voucher retrospectively for goods that have already been purchased.
- 11.3 Each Voucher may only be used once by the customer. This shall also apply in particular to any new Customer discounts. The use and/or redemption of a Voucher addressed to new customers may be refused by us and a discount already granted may be revoked if the Customer places an allegedly first order using payment data, personal data and/or delivery address already known to us or deviating minimally or using a device already registered in our system. In order to redeem a voucher, the customer must also have verified the email address stored in their customer account. Vouchers also cannot be redeemed by users using temporary or disposable email addresses.
- 11.4 The respective Vouchers are provided by Paradise Foods free of charge. A resale of Vouchers and any other paid distribution of Vouchers by the Customer is prohibited. The same applies to the use for commercial activities, in particular the use for paid promotions such as online advertising, the public dissemination on Websites in which the Customer participates without being the main owner of the content (such as Wikipedia, Reddit, voucher Websites, etc.) as well as the publication on blogs and Websites that primarily serve to solicit rewards or make them available to a broad mass. Furthermore, it is not permitted to distribute the Vouchers via mass e-mails, messages to persons unknown to the Customer or automated systems or bots.
- 11.5 Cash payment of a Voucher is not possible. Subsequent crediting after completion of the order process is excluded. Unused discounts will not be paid out.
- 11.6 Paradise Foods will cancel, suspend the validity of or refuse to accept any Voucher, if you have obtained or used the Voucher fraudulently. In addition, if you fail to comply with the terms and conditions governing the use of a Voucher and/or the provisions of this section 11, Paradise Foods has the right to revoke the Voucher on a case-by-case basis and to withdraw the discount granted to you.

## **12. Right of withdrawal**

If you purchase our goods for a purpose that can be attributed neither to your commercial nor your independent professional activity, the following provisions apply to you as a Consumer - subject to section 13 below:

### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform the applicable Paradise Foods Entity (e-mail: [hello@paradisefoods.com](mailto:hello@paradisefoods.com), phone + 596 696 76 88 66) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

*[End of the withdrawal policy]*

### **Model withdrawal form**

*[If you want to revoke the contract, you can optionally fill out this form and send it back to us].*

To:

*If you are ordering in Martinique, St. Martin, Sint Marteen, Guadeloupe or St. Barth:*

**PARADISE FOODS F.W.I. SAS**

**Port De Plaisance Du Marin boulevard Allegre Blue Working Bassin Tortue 97290 Le Marin, Martinique**

*If you are ordering in St. Vincent and the Grenadines (including Mustique and Bequia):*

**PARADISE FOODS SVG LTD**

**Belmont Road, Gingerbread Hotel, Port Elizabeth, Bequia, Saint Vincent and the Grenadines**

*If you are ordering in Barbados:*

**PARADISE FOODS BRB LTD**

**One Welches, St. Thomas, Barbados**

email: [hello@paradisefoods.com](mailto:hello@paradisefoods.com)

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods /for the provision of the following service (\*), Ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only if this form is notified on paper)

Date

(\*) Delete as appropriate.

### **13. Exclusion of the right of withdrawal**

13.1 According to applicable law, the right of withdrawal does not exist for contracts

13.1.1 for the delivery of goods that spoil quickly or whose expiration date would be quickly exceeded;

13.1.2 for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery;

13.1.3 for the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery;

13.1.4 for the delivery of newspapers, periodicals or magazines and

13.1.5 in all other cases where the right of withdrawal is excluded under applicable law, in particular pursuant to Article L.221-28 of the French Consumer Code.

13.2 In the case of a contract for the provision of services, the right of withdrawal shall also expire if Paradise Foods has provided the service in full and has only begun to provide the service after you have given your express consent to this and at the same time confirmed his knowledge that he will lose his right of withdrawal upon full performance of the contract by the Entrepreneur.

### **14. Warranty, agreement on quality**

14.1 We shall be liable for defects of quality or title of the goods sold by us in accordance with the applicable statutory provisions. Claims for damages shall be excluded from this and shall be

governed by section 15 of these T&C. This applies in particular to damage that occurs during the receipt or storage of the order.

- 14.2 The limitation period for statutory claims for defects is two years and begins with the delivery of the goods. If the Customer is an Entrepreneur, the warranty period shall be one year from delivery of the goods.
- 14.3 For the assertion of material defects and defects of title, we ask you to contact our Customer service in the first place via the App/Website or via [hello@paradisefoods.com](mailto:hello@paradisefoods.com). We will endeavor to investigate all requests as quickly as possible and to find an amicable solution with you. In order for us to be able to process your request, please inform us as soon as possible about any defects in the order, enclosing pictorial material showing the defect. In the event of a subsequent delivery or refund, we are entitled to demand that the defective product be handed over to us. Therefore, Paradise Foods will contact you for the collection by our couriers.
- 14.4 The description of the goods on our App/Website do not always exactly correspond to the appearance of the delivered goods. Paradise Foods excludes any liability in the event of a non-substantial difference to the consumer i.e., that does not materially affect any of the features specified by Paradise Foods.
- 14.5 If the Customer is an Entrepreneur, the following shall apply: The Customer shall inspect the goods immediately upon receipt for any transport damage. Any ascertainable transport damage must be reported to Paradise Foods in writing without delay. The Customer must have packaging damage confirmed in writing upon acceptance of the goods. If such a defect becomes apparent later, the notification must be made immediately after discovery. The Customer shall only be entitled to warranty claims due to existing transport damages if the Customer has complied with its obligation to inspect and notify the goods in accordance with this section 14.5.
- 14.6 In accordance with Article D. 211-2 of the French Consumer Code, the following information is provided:

The consumer has a period of two years from the delivery of the goods to obtain the implementation of the legal guarantee of conformity in the event of a defect of conformity. During this period, the consumer is only required to establish the existence of the defect of conformity and not the date of its appearance.

Where the contract for the sale of goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal guarantee applies to such digital content or digital service throughout the period of supply. During this period, the consumer is only required to establish the existence of the defect of conformity affecting the digital content or digital service and not the date of its appearance.

The legal guarantee of conformity entails an obligation for the professional to provide, where applicable, all updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity gives the consumer the right to have the goods repaired or replaced within thirty days of the request, free of charge and without major inconvenience.

If the goods are repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension of the initial guarantee.

If the consumer requests repair of the goods but the seller imposes replacement, the legal guarantee of conformity is renewed for a period of two years from the date of replacement of the goods.

The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by obtaining a full refund against return of the goods if: (1) the professional refuses to repair or replace the goods; (2) the repair or replacement of the goods takes place after a period of thirty days; (3) the repair or replacement of the goods causes major inconvenience to the consumer, in particular where the consumer definitively bears the costs of collection or removal of the non-conforming goods, or where the consumer bears the costs of installation of the repaired or replacement goods; (4) the non-conformity of the goods persists despite the seller's unsuccessful attempt to bring them into conformity.

The consumer is also entitled to a reduction in the price of the goods or to termination of the contract where the defect of conformity is so serious that it justifies an immediate price reduction or termination of the contract. The consumer is then not required to request repair or replacement of the goods beforehand.

The consumer is not entitled to terminate the sale if the defect of conformity is minor.

Any period during which the goods are immobilised for repair or replacement suspends the remaining guarantee until the delivery of the goods restored to conformity.

The rights mentioned above result from the application of Articles L. 217-1 to L. 217-32 of the French Consumer Code.

A seller who in bad faith obstructs the implementation of the legal guarantee of conformity is liable to a civil fine of up to EUR 300,000, which may be increased to 10% of the average annual turnover (Article L. 241-5 of the French Consumer Code).

The consumer also benefits from the legal guarantee against hidden defects pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept or a full refund against return of the goods.

## **15. Liability**

- 15.1 Paradise Foods shall be liable without limitation in accordance with the statutory provisions, provided that you assert claims based on intent or gross negligence, as well as in cases of assumption of a guarantee of quality, fraudulent concealment of defects and injury to life, limb and health. In the event of damage to property and financial loss caused by Paradise Foods due to slight negligence, Paradise Foods shall only be liable (except for the cases mentioned in the first sentence above) in the event of a breach of an essential contractual obligation but limited in amount to the damage foreseeable at the time of the conclusion of the contract and typical for the contract. Material contractual obligations are those whose

fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner may regularly rely.

- 15.2 Any liability of Paradise Foods beyond the foregoing is excluded.
- 15.3 The above exclusions and limitations of liability shall also apply with regard to the liability of Paradise Foods's and Paradise Foods's Affiliated Companies' employees, representatives and vicarious agents, as well as to these Affiliated Companies.

## **16. Data protection**

For information about what data we process from you when you use our App or our Website please see our [privacy policy](https://business.paradisefoods.com/storage/privacy_policy/en/PrivacyPolicy.pdf) under [https://business.paradisefoods.com/storage/privacy\\_policy/en/PrivacyPolicy.pdf](https://business.paradisefoods.com/storage/privacy_policy/en/PrivacyPolicy.pdf).

## **17. Protection of minors**

- 17.1 At Paradise Foods it is possible to order goods that are subject to youth protection regulations (e.g. alcoholic beverages). We point out that such goods are only issued to the persons having passed the legally required minimum age in the place of delivery
- 17.2 If an order includes goods whose sale is subject to age restrictions, we shall ensure that the Customer has reached the required minimum age by using a reliable procedure including a personal identity and age check. The goods will only be handed over after the age check has been carried out and only to the Customer in person (see already above under section 5.4).

## **18. Copyrights**

- 18.1 Our App and Website are protected by copyright. We reserve all rights thereto. Reproduction other than for the purpose of downloading the app and subsequent installation on your own end device is prohibited. Any further distribution, whether in physical form or online, any modification or editing of the app/website and its content as well as any extraction of content and its separate commercial exploitation are prohibited.
- 18.2 We grant you the non-exclusive, non-sublicensable and non-transferable right, limited in time and revocable upon reasonable notice, to use the App and the Website to order goods in accordance with these T&C. We also grant you the right to install the App on end devices for your own use. Any further use of the App/Website, including the displayed images, signs, symbols, or product descriptions, is not permitted without our express consent. When using the App/Website, you are in particular prohibited from mass extracting the information displayed on the app, in particular regarding the goods offered on the App/Website (e.g. by so-called "scraping") and/or from further using the information outside the App/Website.
- 18.3 All company logos, brand names and product names used in our App and on our Website are for illustration purposes only. The copyright of the corresponding graphics, brand and product names belongs to the respective brand owners and licensees. With the exception of our own Paradise Foods brands, all brands, brand and product names mentioned are generally the property of the companies behind them.

## **19. Presentation of products**

- 19.1 The products offered via the App and on the Website are promoted in particular via digital sales channels such as ad bookings, display notifications, and other ways of digital advertising.
- 19.2 The ranking in which the products are displayed in a search or in a category on the App and on the Website depends on various factors. These include, in particular, views and orders for the product in the past, current availability, and relevance. In addition, the ranking may be influenced by marketing cooperations. These marketing cooperations allow the fixed placement of certain products in the search or within the respective product category.

## **20. Third-Party Vendors**

- 20.1 If and to the extent that we enable third parties to offer goods to consumers via our App and/or Website as part of their commercial, business, craft or professional activities in accordance with the statutory provisions ("**Third-Party Vendors**"), these will be named as such in their capacity as vendor in the respective product description, during order processing and in the order confirmation.
- 20.2 In this case, the purchase agreement is concluded exclusively between you and the Third-Party Vendor. All rights and obligations arising from the purchase agreement exist directly and exclusively between you and the Third-Party Vendor. In these cases, provisions of the respective Third-Party Vendor may apply in addition to these T&C. If such additional provisions apply, this will be clearly referred to in the respective offer.
- 20.3 In these cases, the order itself – from acceptance to any possible rescission – is processed via our App or our Website, but the legal responsibility for both the offer itself and the execution of the order lies with the respective Third-Party Vendor. We do not act as an intermediary in the sale of the goods, but merely as a technical service provider for the Third-Party Vendor. A purchase agreement between you and the Third-Party Vendor is only concluded when the respective Third-Party Vendor bindingly accepts your order. A confirmation of receipt of the order by Paradise Foods does not constitute acceptance.
- 20.4 If the products offered by the Third-Party Vendor are pharmaceuticals or medical devices which may be sold only by pharmacies, we recommend that you obtain telephone advice from the pharmacy you selected via the telephone number stated in the product description before placing your order. If there is no need for information or advice because you are already familiar with the use of the product, you are, however, free to waive the telephone consultation.

## **21. Complaint-handling**

We provide an internal complaint-handling system that enables complaints to be submitted electronically and free of charge, for example against a decision pursuant to section 3.4. We process all complaints in a timely, non-discriminatory, diligent and non-arbitrary manner. You can reach our complaint-handling system by e-mail at [hello@paradisefoods.com](mailto:hello@paradisefoods.com).

## 22. Contracting Entity

The “**Paradise Foods Entity**” contracting with you under these Terms and the address to which you should send legal notices is based on the location you are ordering to:

- 22.1 If you are ordering in Martinique, St. Martin, Sint Marteen, Guadeloupe or St. Barth:

**PARADISE FOODS F.W.I. SAS**

**Port De Plaisance Du Marin boulevard Allegre Blue Working Bassin Tortue 97290 Le Marin, Martinique**

- 22.2 If you are ordering in St. Vincent and the Grenadines (including Mustique and Bequia):

**PARADISE FOODS SVG LTD**

**Belmont Road, Gingerbread Hotel, Port Elizabeth, Bequia, Saint Vincent and the Grenadines**

- 22.3 If you are ordering in Barbados:

**PARADISE FOODS BRB LTD**

**One Welches, St. Thomas, Barbados**

## 23. Applicable law and place of jurisdiction

- 23.1 All disputes arising from this legal relationship shall be governed by the laws of such country the Paradise Foods Entity you are contracting with in accordance with section 22 has its seat except for its conflict of law provisions. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. If the Customer is a Consumer, he/she/they shall, notwithstanding the foregoing, also be entitled to the protection of the mandatory provisions of the law which would be applicable in the absence of this clause in accordance with Article 6 (2) of Regulation (EC) 593/2008.

- 23.2 For disputes arising from or in connection with the delivery of our goods and/or these T&C, the exclusive place of jurisdiction shall be

23.2.1 In case your contracting Paradise Foods Entity is PARADISE FOODS F.W.I. SAS: Fort-de-France, Martinique,

23.2.2 In case your contracting Paradise Foods Entity is PARADISE FOODS SVG LTD: Kingstown, Saint Vincent and the Grenadines,

23.2.3 In case your contracting Paradise Foods Entity is PARADISE FOODS BRB LTD: Bridgetown, Barbados,

in each case, provided that the Customer is a merchant or if the Customer is a legal entity under public law or a special fund under public law, or if the Customer has moved its residence or habitual abode abroad after these T&C have become effective, or if the residence or habitual abode of the Customer is not known at the time the action is filed.

**24. Consumer dispute resolution procedure**

In the event of a dispute between the Consumer and Paradise Foods that could not be resolved through our internal complaint-handling process, the Consumer may submit the dispute free of charge to the following consumer mediator:

**CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice, 14 rue Saint-Jean de Beauregard, 91400 Orsay, e-mail: [cm2c@cm2c.net](mailto:cm2c@cm2c.net), website: [www.cm2c.net](http://www.cm2c.net).**

Further information on consumer mediation is available at: <https://www.economie.gouv.fr/mediation-conso>. The Consumer may also refer to Articles L. 616-1 and R. 616-1 of the French Consumer Code regarding the right to mediation.

**25. Contractual language, severability clause**

25.1 Unless set forth otherwise in section 25.2 below, the contract language is English. Any translations of the English T&C are merely provided as a service to our Customers. However, only the English version shall be authoritative. In the event of any discrepancies, the authoritative English version shall therefore take precedence over any translations.

25.2 **If (and only if)** you are ordering in **Martinique, St. Martin, Sint Marteen, Guadeloupe or St. Barth**, the contract language is French. Any translations of the French T&C are merely provided as a service to our Customers. However, only the French version shall be authoritative. In the event of any discrepancies, the authoritative French version shall therefore take precedence over any translations.

25.3 The invalidity of one or more provisions of this Agreement shall not affect the validity of the remainder of the contract unless the invalid provision was a material term of your consent made known to us. The invalid provisions shall be replaced by the applicable statutory provisions.