

Getir Terms and Conditions of Service Germany

1. These Terms

- 1.1. These General Terms and Conditions (hereinafter: **"GTC"**) apply to all contracts concluded between us, Getir Germany GmbH Postanschrift 676772 11516 Berlin (**"Getir"** or **"we"**), and you (the **"customer"** or **"you"**) as our customer.
- 1.2. The version of the GTC valid at the time of conclusion of the respective contract shall apply.
- 1.3. The applicable version of the GTC can also be found [here](#).
- 1.4. We do not accept any deviating terms and conditions of the customer. This also applies if the customer refers to own conditions in declarations and we do not expressly object to their inclusion.

2. Youth Protection

- 2.1. Getir will only deliver to customers aged 18 or older. By placing an order you confirm that you are at least 18 years old and we reserve the right not to deliver if we are unsure of this. You or someone aged 18 or over on your behalf must be available to receive and inspect the delivery of any order. Under no circumstances will age restricted goods (such as alcohol, tobacco) be left unattended. Our couriers apply our "Challenge 25 Policy" and so proof of age will be requested if the person receiving the products looks under 25 years old. Our couriers will accept a valid passport and/or a driving licence from an EU country as proof of age. We may retain the goods if proof of age or an alternative adult is not available.
- 2.2. We may also refuse to deliver alcohol to any person who is, or appears to be under the influence of either alcohol or drugs.
- 2.3. If delivery is refused on the grounds stated in clauses 2.1 or 2.2 above, you will still be charged for the relevant delivery charges.

3. The Contract and its conclusion

- 3.1. The customer is shown a selection of goods in the Getir App. This display does not constitute an offer to conclude a purchase contract on the part of Getir.
- 3.2. The customer can place items in its shopping cart. Placing goods in the shopping cart does not constitute a purchase contract between the customer and Getir.
- 3.3. By pressing the "ORDER SUBJECT TO PAYMENT" button, the customer places an order and thereby submits its binding offer to conclude a purchase contract with Getir for the goods contained in its shopping basket.
- 3.4. Getir will send you an automated confirmation of receipt of your order via the Getir App. This confirmation of receipt does not constitute a purchase contract. Rather, Getir merely confirms receipt of your order.
- 3.5. A binding purchase contract between you and Getir is only concluded with the order confirmation sent to you by Getir via the Getir App and e-mail. The purchase contract is only concluded for the goods specified in the order confirmation.
- 3.6. Goods may only be ordered by the customer via the Getir App in quantities customary in the household.
- 3.7. All products and orders are subject to availability. If we are unable to accept your order, we will inform you about this and will not charge you for the product. This might be because of a payment error or because of unexpected limits on our resources which we could not reasonably plan for (e.g. we do not have sufficient couriers available at the time).
- 3.8. The Getir App is solely for the sale of products in the areas located within the delivery map displayed in our Getir App ("Territory"). We do not deliver to addresses that fall outside of the Territory. If you try to place an order to an address outside the Territory, we will let you know and will not accept your order.
- 3.9. We may offer discounts and offers from time to time at our discretion. All discounts and offers are subject to availability and the specific terms of the discount or offer set out under the Promotions Page on the Getir App. We reserve the right to amend or terminate any discount or offer at any time without notice (but this will not affect any orders that we have already accepted).

4. Prices

- 4.1. The price of the product (which includes VAT) will be the price indicated on the order pages on the Getir App when you place your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However, please see clause 4.3 for what happens if we discover an error in the price of the product you order.
- 4.2. The costs of delivery and any other additional charges (e.g. deposit charges to beverage containers) will be as displayed to you on our Getir App before you place your order.
- 4.3. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

5. Payment

- 5.1. The purchase price for the ordered goods as well as the applicable delivery and other fees must be paid when placing an order (advance payment).
- 5.2. We accept payment with Mastercard, Visa, and American Express. We will charge your credit or debit card when your order is placed.
- 5.3. If you think you have been charged an incorrect amount by us, then please contact us promptly, and let us know.
- 5.4. Getir reserves the right to offer further payment options at any time, or to remove individual payment options from the Getir App.
- 5.5. The customer will receive the invoice with the order confirmation by e-mail to the e-mail address provided during the creation of the user account on the Getir App. The invoices of previous orders can also be viewed on the Getir App.
- 5.6. The goods ordered from Getir remain the property of Getir until they have been paid in full.

6. Delivery and delivery times

- 6.1. Getir delivers on days and within the hours designated and constantly updated on the Getir App depending on your location and the relevant Territory at the time of your order. Getir aims to deliver orders within 15 minutes of dispatch confirmation, but does not guarantee the exact delivery time.
- 6.2. Delivery will be made to the delivery address provided by the customer as part of the order. The customer is solely responsible for providing

- 6.3. If the customer cannot be reached at either the address or telephone number provided, Getir will only leave the ordered goods at the address provided without handing them over if the customer has expressly selected this option during the order process, except for age-restricted products, delivery of which require age confirmation (such as alcohol or tobacco) or other kind of personal delivery due to legal reasons or the nature of the specific product. Otherwise, if the customer cannot be reached at the delivery address within ten minutes of the arrival of the delivery of the ordered goods, and the delivery cannot be made even after two attempts at contact by the courier making the delivery, Getir may withdraw from the contract. Getir is then entitled to claim the costs incurred because of this failed delivery attempt from the customer.
- 6.4. Please note: irrespective of clause 6.3 above, Getir will never leave age-restricted products unattended at the designated place of delivery (see also clause 2.1).

7. Returnable items and handling of deposit charges

- 7.1. If a deposit is charged (e.g. on returnable beverage containers), a deposit is charged and added to the price. In addition, the amount of the deposit is shown separately in the Getir App before you place your order.

8. Your rights in case of defects

- 8.1. With regard to the goods ordered from Getir, we are liable for defects to goods and defects of title in accordance with the statutory provisions. Any claims of the customer for damages due to defects to goods and defects of title are subject to the limitations in clause 11 (limitations and exclusions of liability) of these GTC.
- 8.2. If you wish to make a claim about material defects or defects of title, please contact our customer service, which you can reach either by e-mail at hallo@getir.com or via the chat function in the Getir App which will populate after an order is placed. It will help us to process your complaint if you could provide a photo of the goods you are complaining about together with your complaint.

9. Right of withdrawal

If the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB), the customer has a right of withdrawal for purchases of goods from Getir in accordance with the statutory provisions, of which we inform you in this clause 9 and in clause 10 (exclusion of the right of withdrawal). A consumer in this sense (and in the sense of these GTC) is any natural person who uses the services of Getir and places orders for a purpose that cannot predominantly be attributed to its commercial or self-employed professional activity.

10. Instruction on the right of withdrawal

10.1. Right of withdrawal

You have the right to cancel the contract within 14 (fourteen) days without giving any reason.

The withdrawal period is 14 days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us, Getir Germany GmbH Postanschrift 676772 11516 Berlin, or hallo@getir.com, by means of a clear declaration (e.g. a letter sent by post, by fax or by e-mail) of your decision to withdraw from the contract. You can use the enclosed model withdrawal form for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

10.2. Consequences of revocation:

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within 14 days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return the goods to us or hand them over to us without delay and in any case no later than 14 days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the 14-day period.

You shall bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

End of the instruction on the right of withdrawal

Start of sample withdrawal form

(If you wish to cancel the contract, please fill in this form (also available [here](#)) and return it to us).

- To Getir Germany GmbH Postanschrift 676772 11516 Berlin; hallo@getir.com, +493021789696 Hallesches Ufer 28, 10963Berlin adresindeki, e-posta adresi
- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/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 in the case of notification on paper)
- Date

(*) Delete as applicable.

End of sample withdrawal form

11. Exclusion of the right of withdrawal

11.1. The right of withdrawal does not apply to

- a. goods which are not prefabricated and for the manufacture of which an individual selection or determination by the customer is decisive or which are clearly tailored to the personal needs of the customer;
- b. perishable goods or goods whose expiry date would be quickly exceeded;
- c. sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery;

- d. goods if these have been inseparably mixed with other goods after delivery due to their nature;
- e. sound or video recordings or computer software in a sealed package if the seal has been removed after delivery;
- f. newspapers, journals or magazines; and
- g. in all other cases mentioned in § 312g para. 2 BGB.

12. Limitations and exclusions of liability

- 12.1. Getir is liable without limitation to the customer for its own breaches of duty, as well as breaches of duty by its representatives and vicarious agents in the event of intent and gross negligence in accordance with the statutory provisions.
- 12.2. Moreover, unless otherwise provided for in clause 11.4, Getir is liable only in the event of a simple negligent breach of a contractual duty, the performance of which is essential for the proper performance of the contract and on the performance of which the parties may regularly rely (so-called main duty), whereby damages are limited to the foreseeable and typical damage.
- 12.3. In all other cases, but subject to clause 11.4, Getir's liability (including for breaches of duty by its representatives and vicarious agents) is excluded.
- 12.4. Getir's liability for damages arising from injury to life, body or health, as well as under the Product Liability Act, or to the extent Getir has fraudulently concealed a defect or assumed a quality guarantee for a product, or any other mandatory liability under applicable law, shall remain unaffected by the limitations and exclusions of liability set forth in this clause 11.

13. Data protection

- 13.1. Getir processes the data collected via the Getir App in accordance with the applicable legal provisions, in particular the German Data Protection Regulation, the German Federal Data Protection Act and the German Telemedia Act. For details on the handling of this data, please refer to the [Getir Privacy Policy](#).

14. Final provisions

- 14.1. Should one or more provisions of these GTC be invalid or be repealed at a later date, this shall not affect the validity of the remaining provisions or any concluded contract.
- 14.2. If the customer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), a legal entity under public law or a special fund under public law, Berlin shall be the exclusive place of jurisdiction for all disputes arising from or in connection with these GTC.
- 14.3. The EU Commission has set up an internet platform for the online settlement of disputes ("ODR platform") between entrepreneurs and consumers. The ODR platform can be accessed at ec.europa.eu/consumers/odr/.
- 14.4. Getir is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

Berlin, June 2021