

General Terms and Conditions

These Terms and Conditions are only binding in the German language version
(<https://www.luckychef.com/agb/>); any translations thereof are for your convenience only

The following provisions govern the contractual provisions within the framework of contracts concluded via the website www.LuckyChef.com between

Lucky Chef GmbH, represented by the managing director Ms. Verena Kern, Wolfratshauser Str. 40, 82049 Pullach i. Isartal, registered in the commercial register of the AG Munich HRB 292079, VAT identification number: DE367416170 (hereinafter “LuckyChef”)

and

the customer referred to in Section 2 of the following General Terms and Conditions (hereinafter referred to as “Customer(s)”).

1. Scope & Definitions

The business relationship between LuckyChef and the Customer is exclusively subject to the following General Terms and Conditions (hereinafter referred to as “T&Cs”) in the version valid at the time of the order.

2. Conclusion of the contract when ordering in the online shop

- 2.1. The Customer has the option of selecting products from the LuckyChef range in the online shop in the area of pet supplies (e.g. wet and dry food, nutritional supplements, snacks, pet accessories, cooking accessories and kitchen appliances for animal feed production (“CookA”)) and/or time-limited access to the “LuckyChef+” platform (hereinafter referred to collectively as “Products”) and collecting them in a so-called virtual shopping cart using the “Add to shopping cart” *button*.
- 2.2. The presentation of the products within the online shop merely represents a sales brochure. By presenting the products, LuckyChef invites the Customer to make an offer for the order.
- 2.3. The Customer can submit the offer using the order form integrated into the LuckyChef online shop. After placing the selected goods and/or services in the virtual shopping cart and completing the electronic ordering process, the Customer submits a legally

binding contractual offer in relation to the products in the shopping cart by clicking the button that concludes the ordering process (“Order and Pay”). For this purpose, the Customer is shown a confirmation window with the details of their order before completing the ordering process. Here the Customer can check and correct their details again. However, the offer can only be submitted and transmitted if the Customer accepts these T&Cs by clicking on the “Accept Terms and Conditions” button and has thereby included them in their offer.

- 2.4. After LuckyChef receives the order, the Customer receives an order confirmation by email. The contract is only concluded when LuckyChef issues a declaration of acceptance (order confirmation). With the order confirmation or, at LuckyChef's discretion, in a separate email, but no later than upon delivery of the goods, the contract text (consisting of the order, T&Cs and order confirmation) is sent to the Customer by LuckyChef (contract confirmation) on a permanent data medium (email or paper printout). The contract text is stored in compliance with data protection regulations.
- 2.5. Deviating from section 2.4, the contract is concluded at an earlier point in time in the following cases: If the Customer has chosen credit or debit card payment as the payment method, the contract is concluded at the time the card is charged when the order is completed. If the Customer has chosen "PayPal", "ApplePay" or the payment functions of "Klarna" as the payment method, the contract is concluded at the time the payment instruction is confirmed to PayPal, ApplePay or Klarna.
- 2.6. Sales are made exclusively to adult Customers.
- 2.7. The contract is concluded in German.
- 2.8. LuckyChef products are only sold in normal household quantities. Even several individual orders with smaller quantities of goods each within a period of 2 months are considered to be an order for more than normal household quantities. Corresponding contracts for larger than normal household quantities, for example for the purpose of commercial resale by the Customer, require confirmation by LuckyChef to be valid. This confirmation can be made in writing or in text form at LuckyChef's discretion.

3. Customer Account, LuckyChef+ and CookA-Device

- 3.1. The scope of services of the Customer Account and the LuckyChef+ Service at the time of conclusion of the contract is determined from the service description (<https://www.luckychef.com/en/membership/recipe-subscription-overview/>).

A contract is concluded by creating a Customer Account and clicking the “Register” button by the Customer.

Via the LuckyChef+ platform, the Customer receives access to the on-demand content provided on the platform for the duration of the underlying subscription. This includes, for example, video content and recipe suggestions for preparing pet food tailored to the respective animal profile. The Customer can create an animal profile for a dog on the website (a Customer Account is required for this) and provide or update information on the dog's breed, gender, age, weight and external appearance; a user can create different animal profiles for different dogs. LuckyChef then submits recipe suggestions tailored to the respective animal profile and individualized, taking into account the information provided by the Customer in the animal profile (see section 7.2. of the T&Cs); these individualized recipe suggestions generated via the LuckyChef+ Service can be accessed directly on the CookA-Device via an internet connection. The Cook-Device has the basic functions resulting from the service description (<https://www.luckychef.com/en/luckychef-cooka/>); The full usability of the CookA-Device requires the use of the LuckyChef+ Service, the existence of a WLAN Internet connection and the linking of the CookA-Device with the respective LuckyChef+ Account.

- 3.2. The Customer Account can be supplemented with the additional paid service "LuckyChef+", which grants access to the LuckyChef+ platform. The contract for extending the Customer account to include the LuckyChef+ Service is concluded in accordance with Section 2 of these T&Cs, with the proviso that the Customer submits an offer to change the user agreement underlying the Customer account at the applicable price conditions for the LuckyChef+ Service, which can be viewed at (<https://www.luckychef.com/en/membership/recipe-subscription-overview/>), and LuckyChef accepts this offer by providing the LuckyChef+ Service. Full use of the LuckyChef+ Service requires the prior purchase of a CookA-Device and the connection of the Customer's LuckyChef+ Service to the Customer's CookA-Device; to use the CookA in conjunction with the LuckyChef+ Service, a WLAN connection of the CookA-Device and an internet connection are required.

- 3.3. The contract term for the LuckyChef+ Service (“Initial Contract Term”) is - depending on the Customer's choice - 6 months or 12 months and begins with the acceptance of the offer by LuckyChef. After the initial contract term has expired, the contract is extended by a period of one month (each an “Additional Contract Term”) unless it is terminated by the Customer or LuckyChef at the end of the initial period or the respective Additional Contract Term. Termination is done via the “Cancel Subscription” button in the Customer Account.
- 3.4. In the event that the Customer concludes a contract for the additional paid service LuckyChef+ as part of a free access offered by LuckyChef using a corresponding voucher code, in deviation from section 3.3, the term of the free access is determined by the corresponding voucher code (e.g. 6 months or 12 months) and the contract ends at the end of this period without the need for termination.

In the event that the Customer adds a free “LuckyChef Free Trial Account” to the Customer account, LuckyChef will provide the services specified in the service description (<https://www.luckychef.com/en/membership/recipe-subscription-overview/>). The Lucky Chef Free Trial Account ends without the need for termination after the period specified in the service description has expired. Each Customer Account can be extended only once to include a LuckyChef Free Trial Account.

- 3.5. LuckyChef or LuckyChef’s licensors own all rights in the LuckyChef Services and/or the Content. LuckyChef grants the user of the LuckyChef+ Service a limited, non-exclusive, revocable right to use the services provided by LuckyChef and a limited, non-exclusive, revocable right to use the content for personal, non-commercial purposes (collectively, “Access”). This Access will continue unless and until terminated by the Customer or LuckyChef in accordance with these T&Cs. The Customer represents and agrees that he will use the LuckyChef services and the corresponding content for his own personal, non-commercial purposes and will not redistribute or transfer them to third parties. The LuckyChef software applications and the content of the services are neither sold nor transferred to the Customer, and all rights to copies of the LuckyChef software applications and the content of the services remain with LuckyChef and its licensors even after they are installed on the Customer's PCs, mobile devices, tablets, portable devices, speakers and/or other end devices (“Devices”). LuckyChef or its licensors are the sole owners of all LuckyChef trademarks, service marks, corporate dress, logos, domain names and other LuckyChef brand features (“LuckyChef Brand Features”). The Agreement does not grant Customer any rights to use LuckyChef Brand Features for any commercial or non-commercial use. Customer agrees not to use the LuckyChef Services or the

Content or any portion thereof in any manner not expressly permitted by the Agreement. Except for the rights expressly granted to Customer in the Agreement, LuckyChef does not grant Customer any right, title or interest in the LuckyChef Services or the Content provided.

- 3.6. Software updates for the CookA-Device require a WLAN connection to the CookA-Device and internet access. Software updates for the CookA-Device are provided by LuckyChef and must be initiated by the user via the CookA-Device; in the case of updates that are strictly necessary for the functionality and/or security of the CookA-Device, the CookA-Device can only be used further if the Customer has carried out the corresponding update. LuckyChef reserves the right to stop supplying software updates for the CookA-Device after the end of the device's usual service life, but no earlier than 2 years after the Customer has purchased the CookA-Device.

4. Delivery, Product Availability

- 4.1. The delivery times specified by LuckyChef are calculated from the time of order confirmation in the case of advance payment. If no or no different delivery times are specified in the web shop, the regular delivery time within Germany is 3-5 working days. For shipping to Austria, the delivery time is expected to be extended to 5-7 working days.
- 4.2. LuckyChef reserves the right to withdraw from the contract in the event of incorrect or improper self-delivery. This only applies if LuckyChef is not responsible for the non-delivery and LuckyChef has concluded a specific hedging transaction with the supplier with due care. LuckyChef will make all reasonable efforts to procure the product. In the event of the product not being available or only being partially available, the Customer will be informed immediately and the consideration will be refunded immediately.
- 4.3. If no or insufficient numbers of the products selected by the Customer are available at the time the Customer places the order, LuckyChef will inform the Customer of this immediately in the order confirmation. If the product is permanently unavailable, LuckyChef will refrain from accepting the order. In this case, no contract is concluded.
- 4.4. If the selected product is only temporarily unavailable or unavailable, LuckyChef will inform the Customer immediately by email, e.g. with the order confirmation.
- 4.5. Products will be delivered by post to the delivery address provided by the Customer, unless otherwise agreed.

- 4.6. The Customer must ensure that the delivery address is correct and up to date. If the transport company returns the shipped goods to LuckyChef or a third party commissioned by LuckyChef to receive them because delivery to the Customer was not possible, the Customer will bear the costs for the unsuccessful shipment. This does not apply if the Customer is not responsible for the circumstances that led to the impossibility of delivery or if he was temporarily prevented from accepting the service offered, unless LuckyChef or the transport company commissioned by LuckyChef had announced the service to him a reasonable time in advance.
- 4.7. LuckyChef only delivers to Customers who can provide a delivery address in one of the following countries:
- Germany
 - Austria

5. Retention of Title

The goods listed under section 2.1 remain the property of LuckyChef until full payment has been made.

6. Prices, Payment Terms and Shipping Costs

- 6.1. Unless otherwise stated in the LuckyChef online shop, the prices quoted are final prices that include statutory sales tax. Any additional delivery and shipping costs are stated separately in the respective product description.
- 6.2. Invoicing will always include the applicable VAT and is generally based on the value of the goods ordered by the Customer plus, if applicable, shipping costs, which were stated in the order form.
- 6.3. The Customer can make the payment using the payment options offered on the LuckyChef website.
- 6.4. Payment of the purchase price is due immediately upon conclusion of the contract. If the due date for payment is determined according to the calendar, the Customer is in default simply by missing the deadline. In this case, he must pay LuckyChef default interest for the year amounting to five percentage points above the base interest rate.
- 6.5. The Customer's obligation to pay default interest does not exclude LuckyChef from claiming further damages for default.

- 6.6. Ordered goods will be shipped by a shipping service provider selected by LuckyChef. LuckyChef bears the shipping risk if the Customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB).
- 6.7. Access to the LuckyChef+ platform is provided by LuckyChef on the LuckyChef+ platform for the duration of the underlying contract; the same applies to the provision on the CookA-Device.
- 6.8. In the event of cancellation, the Customer is responsible for the return shipping costs. LuckyChef reserves the right to cover the return shipping costs in individual cases by providing the Customer with a free return label.

7. Warranty for Material Defects, Guarantee

- 7.1 LuckyChef is liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB. For entrepreneurs within the meaning of Section 14 BGB, the warranty period for items delivered by LuckyChef is 12 months. An additional guarantee only exists for products delivered and/or provided by LuckyChef if this was expressly stated in the order confirmation for the respective product.
- 7.2. The submission of individualized recipe suggestions on the LuckyChef+ platform, including the goods offered and/or sold by LuckyChef on the basis of an animal profile created by the Customer, is justified with regard to the nature of the effect of the goods offered and/or sold by LuckyChef and/or recipe suggestions do not constitute an agreement on quality, the absence of which would be considered a material defect. The Customer is responsible for implementing the recipe suggestions, preparing the appropriate food and the health of his dog, especially regarding its diet.

8. Liability

- 8.1. The Customer's claims for damages are excluded. This shall not apply for claims for damages by the Customer resulting from injury to life, body or health or from the violation of essential contractual obligations (cardinal obligations) as well as liability for other damages that are based on an intentional or grossly negligent breach of duty by LuckyChef, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the purpose of the contract.

In the event of a breach of essential contractual obligations, LuckyChef shall only be liable for the damage that is typical for the contract and foreseeable if this was caused by simple negligence, unless the Customer has claims for damages arising from injury to life, body or health.

- 8.2. The restrictions in sections 8.1 and 8.2 also apply to the benefit of LuckyChef's legal representatives and vicarious agents if claims are asserted directly against them.
- 8.3. The liability limitations arising from sections 8.1 and 8.2 do not apply if LuckyChef has fraudulently concealed the defect or has provided a guarantee for the quality of the item. The same applies if LuckyChef and the Customer have reached an agreement on the quality of an item. The provisions of the German Product Liability Act remain unaffected.
- 8.4. In the case of individualized recipe suggestions based on the animal profile created by the Customer, liability for damage resulting from incorrect dosages of the ingredients specified in the recipe is excluded, unless the Customer proves that the damage would have occurred even if the specific data relating to the animal had been correctly provided.

9. Right of Withdrawal for the LuckyChef+ Service and the CookA-Device

- 9.1. When concluding the contract, consumers have a statutory right of withdrawal, which LuckyChef will inform you about below in accordance with the statutory model. A sample cancellation form can be found under section 9.2.

Withdrawal Policy

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period shall be fourteen days from the day on which you or a third party other than the carrier designated by you takes possession of the goods.

To exercise your right of withdrawal, you must inform us (Lucky Chef GmbH, Wolfratshauser Str. 40, 82049 Pullach i. Isartal, telephone number: 089/2500379-10,

email: support@LuckyChef.com) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, online form or email). You can use the attached sample withdrawal form for this purpose, but this is not mandatory.

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

Consequences of Withdrawal

If you withdraw from this contract, we will refund all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), promptly and at the latest within fourteen days from the day on which we received notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged any fees for this refund.

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

You must return or hand over the goods to us promptly and in any event no later than fourteen days from the date on which you notify us that you have withdrawn from this contract. This deadline is met if you send the goods before the expiry of the fourteen-day period.

You will bear the direct cost of returning the goods.

You only have to pay for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary to check their quality, properties and functioning.

- 9.2. LuckyChef informs about the model withdrawal form in accordance with the legal regulation as follows:

Sample Withdrawal Form

(If you want to withdraw from the contract, please fill out this form and send it back to us)

To
Lucky Chef GmbH
Wolfratshauser Str. 40
82049 Pullach i. Isartal,
eMail:support@LuckyChef.com

I/we (*) hereby withdraw from 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(*):
- Address of the consumer(*):
- Signature of the consumer(*) (only for notification on paper):
- Date

(*) Delete as appropriate

10. Withdrawal Policy for other LuckyChef Products

- 10.1. When concluding a distance selling contract, consumers have a statutory right of cancellation, which LuckyChef will inform you about below in accordance with the statutory model. The exceptions to the right of cancellation are regulated in section 10.2. A sample cancellation form can be found under section 10.3.

Withdrawal Policy

Right of Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period shall be fourteen days from the day on which you or a third party other than the carrier designated by you takes possession of the goods.

To exercise your right of withdrawal, you must inform us (Lucky Chef GmbH, Wolfratshauser Str. 40, 82049 Pullach i. Isartal, telephone number: 089/2500379-10, email: support@LuckyChef.com) of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, online form or email). You can use the attached sample withdrawal form for this purpose, but this is not mandatory.

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

Consequences of Withdrawal

If you withdraw from this contract, we will refund all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), promptly and at the latest within fourteen days from the day on which we received notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged any fees for this refund.

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

You must return or hand over the goods to us promptly and in any event no later than fourteen days from the date on which you notify us that you have withdrawn from this contract. This deadline is met if you send the goods before the expiry of the fourteen-day period.

You will bear the direct cost of returning the goods.

You only have to pay for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary to check their quality, properties and functioning.

- 10.2. The right of withdrawal does not apply to contracts for goods that can spoil quickly or whose expiration date would be quickly exceeded, as well as to contracts 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.
- 10.3. LuckyChef informs about the model withdrawal form in accordance with the legal regulation as follows:

Sample Withdrawal Form

(If you want to withdraw from the contract, please fill out this form and send it back to us)

To
Lucky Chef GmbH
c/o Portica GmbH Marketing Support
Von-Galen-Str. 35
47906 Kempen
eMail:support@LuckyChef.com

I/we (*) hereby withdraw from 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(*):
- Address of the consumer(*):
- Signature of the consumer(*) (only for notification on paper):
- Date

(*) Delete as appropriate

11. Miscellaneous

- 11.1. Contracts between LuckyChef and the Customer are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular of the state in which the Customer as a consumer has his or her habitual residence, remain unaffected.
- 11.2. If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and LuckyChef is the registered office of LuckyChef.
- 11.3. Even if individual points are legally invalid, the remaining parts of the contract remain binding. The invalid points will be replaced by the statutory provisions, if applicable. However, if this would represent an unreasonable hardship for one of the contracting parties, the contract will be invalid as a whole.