

General Terms & Conditions

BACKGROUND INFORMATION

The present General Terms and Conditions of Contracting together, in its case, with the Particular Terms and Conditions that could be established, have as purpose to regulate the relations that arise between GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. and the User who contracts the provision of the services or products offered through the present Website.

GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. does hereby inform you that the procedures to purchase the goods or obtain the services offered are those described in these General Business Terms and Conditions, as well as in any other particular ones that may be indicated on the screen during browsing; therefore, the User declares that the user is familiar with and accepts these procedures since they are necessary to access the products and services offered on the Website.

The foregoing implies that the User, each time they intend to use this Website or App, should revise these Conditions, the General Terms and Conditions of Use and the Particular Terms and Conditions that may exist, as the Conditions and the Website are subject to changes. Access to this Website or App is the sole responsibility of the User and implies acceptance and knowledge of the legal warnings, conditions and terms of use contained therein.

The User does hereby state that they are of legal age, being entirely responsible for the veracity of this statement, and that they have the necessary legal capacity to contract the services offered on this Website or App, in accordance with the terms set out in these Terms and Conditions, which they declare to understand and accept. In the case of Users who are minors or disabled persons, the use of the Website or App will be under the full responsibility of their parents, representatives or legal guardians, who must accompany, supervise or take the appropriate precautions during their browsing of the Website.

GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. is the company responsible for the management and administration of this Website and the App, although the service is provided from the "PIZZERÍA CARLOS" establishment closest to the address entered on the corresponding form, and the order may be managed and delivered by any of the Pizzerías Carlos restaurants participating in this system. Therefore, the company that owns the restaurant where the User places his/her order will be the contractual party to the purchase contract signed through this Website, and will be solely responsible for the sale, distribution, delivery and issuing of the corresponding ticket or invoice, as well as for collecting payment for orders, if applicable. You will be able to consult the corporate and tax details of the establishment responsible for managing your order during the purchase process. In view of the above, the Particular Terms and Conditions that may be established by each of the establishments in terms of delivery times, payment methods, minimum orders for home delivery and procedures for settling possible incidents must also be taken into account.

CLAUSES

1.- SCOPE

These Terms and Conditions comprise the entire agreement between you (hereinafter, the “Customer”) and GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L., a company with address at Calle San Romualdo, no. 26, Local B, Planta Baja, Edificio Astigi 28037 MADRID, and registered with the Business Register of Madrid, under Page M-586836, Volume 32603 Folio 143, and with Tax Id. Code [C.I.F.] no. B-62432067.

Both contracting parties mutually recognise each other's legal capacity to enter into these Terms and Conditions.

2.- EXECUTION OF THE AGREEMENT

By completing the corresponding order, the Customer declares to have read, understood and accepted these Terms and Conditions. Acceptance of the information contained in this document implies acceptance of any of the legal documents to which it refers, specifically the Privacy Policy and the Cookies Policy. All of the foregoing implies the conclusion of an agreement between the Customer and GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L.

In this regard, it should be noted that the personal data provided for the management of the purchase will be processed in accordance with the Privacy Policy of GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. published on this Website.

3.- PURPOSE

The products and/or services offered by GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. and acquired by the Customer through the purchase process are the purpose of the agreement.

The Home page of this Website lists the products and/or services currently available, as well as the characteristics and specific conditions for contracting them, so that when the Customer accepts these Terms and Conditions through the purchase process, they will also be accepting the particular terms and conditions corresponding to the product being contracted.

4.- AVAILABILITY OF THE PRODUCT OR SERVICE

All product and/or service orders are subject to availability. In this respect, the Customer will be reimbursed any amount that may have been paid in the event of difficulties in the provision of the products and/or services. GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. reserves the right to withdraw, when it deems appropriate, any product and/or service from the Website.

5.- FINANCIAL CONDITIONS

The prices of each of the products and/or services will be shown during the purchase process and in any case when adding them to the shopping cart. All of them include VAT and shipping costs.

Prices are subject to change at any time. However, any changes or refunds, if possible, will not affect orders for which the corresponding confirmation has already been sent.

The final price of the product and/or service contracted will be that established at the time of purchase. In the event of a manifest error in the price of the product and/or service, the Customer will be informed as soon as possible, so that they can reconfirm his/her order at the correct price or cancel it.

The amounts to be paid shall be paid by the method of payment selected by the Customer.

The non-payment of any amount established in the agreement will entitle GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. to cancel or withdraw the product and/or service contracted, temporarily or definitively, and, where appropriate, to terminate the agreement. GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. will be able to claim from the Customer all the expenses caused by the non-payment, including both bank and additional management expenses.

6.- PURCHASE PROCESS

To place an order you must follow the on-line purchase process and go through all the procedures established to complete the electronic contracting, having the following options:

- Log in as a Registered User: Access through the account created by the user or through social media.
- Purchase process without user registration, log in "as a guest". Non-registered users can complete the purchase process by choosing an establishment and selecting the products to be added to the "Shopping Cart". They will have to provide the following personal data: name, telephone number and e-mail address.

In order to proceed with the purchase of the different products offered, the User must proceed according to the following indications and instructions (which are included in each of the screens):

- i. Select the products you wish to purchase or contract and add them to the "Shopping Cart".
- ii. Select the "Shopping Cart" to check that the products or services you wish to purchase have been selected correctly and enter the discount code if applicable.
- iii. Select the "Order" option once your order is complete and check the details of the establishment that will serve your order, ensuring that you have provided the required personal details (if you log in without using your account), choose the delivery time and select your method of payment. Depending on the method selected, the user must provide the required data to formalise the payment

process. You can find more information on payment methods in section 7 of these General Terms and Conditions.

- iv. In order to complete the registration process for the purchase of the selected product, the User must read and accept the Legal Notice, General Conditions and Privacy Policy.
- v. Once the order has been placed, the screen will show: "Order completed", as well as a summary of the order indicating: the establishment that will provide the service, the customer data, the type of delivery, as well as the method of payment and the order data, including the final price of the order (including VAT), **y the shipping costs for home delivery of the order (including VAT).**

On this page, which summarises the confirmed order, a timeline appears, marking the following stages: reception _ preparation _ oven _ on its way. The User who has placed an order will be able to follow the progress of these stages as long as they remain connected to the website or are users of the Pizzerias Carlos App.

7.- INFORMATION ON MEANS OF PAYMENT

Payment will be made by the means selected during the online purchase process. Users can pay for their orders using the following means:

- On-line payment (through a payment gateway).
- Credit or debit card.
- Bizum.
- Apple Pay
- Google Pay.
- Cash (stating the change they will need)
- Ticket Restaurante (cheques) Cheque Gourmet (cheques) and Sodexo Pass (cheques).

The means of payment available in each establishment may vary, so the customer will be informed of the available means of payment in each of the establishments during the purchase process.

If you select the cash payment option, the User is obliged to pay for the contracted service upon delivery of the order at home or at the "PIZZERÍA CARLOS" establishment where the order is collected.

When selecting the "Online payment" option, for credit or debit card payments, will launch the payment gateway which guarantees that transactions are carried out in a secure environment based on the PCI DSS (Payment Card Industry Data Security Standard) certified in version 3.0 level 1. Redsys, S.L. At this point, the user must enter the financial data requested by the bank and click on the "Accept" button; at this point, the corresponding charge will be made to the card.

Then, you must click on the "Pay" option that appears at the bottom of the screen to continue and finalise the order process.

8.- DELIVERY OR COLLECTION ON THE PREMISES.

8.a) Home delivery.

The products and/or services contracted will be sent to the Customer at the delivery address indicated during the purchase process.

The estimated time of delivery of the order at the address indicated by the Customer is indicative, subject to possible variations due to circumstances beyond the control of GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L..

8.b) Collection from the Premises

The products and/or services contracted by the Client will be made available to them at the establishment designated by them. The delivery time is indicative, subject to change due to circumstances beyond GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. control.

9.- SALE OF ALCOHOLIC BEVERAGES

In accordance with applicable legislation, the sale of alcoholic beverages to persons under the age of 18 is prohibited. GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. reserves the right to suspend or cancel the delivery of an order, regardless of its nature and degree of execution, in the event that it suspects that the buyer is a minor, reserving, in this case, the possibility of requiring the presentation of the National Identity Card or equivalent Identity Document of the person receiving the order. Likewise, GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. reserves the right to suspend or cancel the delivery of alcoholic beverages that form part of an order in accordance with the regulations on time limits for the sale of alcoholic beverages applicable to the establishment in question.

10.- COMPLAINTS

GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. has Complaint Forms available to its customers in the corresponding establishment. We recommend that Users should make their complaint to the establishment responsible for the actual provision of the service.

You can also contact Customer Services directly in one of the following ways: (i) By telephone on the following number: 91.755.15.64, (ii) By e-mail to the following address: atencioncliente@pizzeriascarlos.es and (iii) By written communication addressed to the Customer Service Department of GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. (Calle San Romualdo, nº 26, Local B, Planta Baja, Edificio Astigi, 28037 MADRID)

In accordance with the provisions of Article 40.5 of Law 7/2017 of 2 November, which transposes into Spanish law Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes, you are hereby informed that the European Commission provides an online platform for dispute resolution, which is available at the following link

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ES>

11.- WITHDRAWAL

GESTION OPERATIVA DE PIZZERIAS CARLOS, S.L. informs you that it is not obliged to send you a cancellation document in order to revoke, within the legal deadlines, the contracting of the service offered through this Website or its App, as it is within the exceptions established in Article 103 of Royal Legislative Decree 1/2007, of 16 November, which approves the Revised Text of the General Law for the Defence of Consumers and Users and other complementary laws, which establishes that the right of withdrawal shall not apply to contracts for the supply of goods made according to the consumer's specifications or clearly personalised and to contracts for the supply of goods that may deteriorate or expire rapidly.

12.- TECHNICAL MEANS TO CORRECT ERRORS

This website or the App is configured in such a way that, if the Customer does not include their details correctly or leaves any required field blank, a warning window will open informing them of the possible error so that they can correct it. However, in the event that the Client has included any information incorrectly and cannot resolve it directly through the Website or the App, they may contact atencioncliente@pizzeriascarlos.es

13.- SURVIVAL

In the event that, regardless of cause or extent, any provision of these Terms and Conditions is considered invalid or unenforceable, it shall not affect or render invalid or unenforceable the remaining provisions, and the application of such provision shall be enforced to the fullest extent permitted under applicable law.

14.- TERMINATION AND EXTINCTION

Failure by the parties to comply with any of the obligations set forth in the contract, each of which are considered essential obligations of the contract, shall be grounds for termination of the contract.

The contract shall also be terminated in the event of the occurrence of any of the general or common causes for termination of contracts.