

## GENERAL CONDITIONS OF USE

Welcome to our website <https://ubereats.esupply.fr/fr/>, (the “**Website**”). This page presents the conditions of use governing the purchase of the Equipment offered by Esupply B.V. on its Website intended for couriers (the “**User**”) under a contract to provide home food delivery services with UberEats.

Please read carefully and accept these conditions before ordering any Equipment on the Website. By accessing the Website and placing an order, the User agrees to be bound by these General Terms and Conditions of Use without reservation.

### 1. ABOUT US

Esupply B.V. is a company incorporated under the laws of the Netherlands in the form of a Besloten Vennootschap (comparable to a limited liability company), with share capital of €1.00, whose registered office is located at Weesperstraat 61, 1018VN, Amsterdam, registered with the Amsterdam Trade and Companies Register under number 859143703, (“**Esupply**”).

Our VAT number is the 859143703B01.

You can contact us:

Email: [contact@esupplybv.com](mailto:contact@esupplybv.com)

Telephone: +33616397501

Address: Weesperstraat 61, 1018VN Amsterdam

Third party liability insurer: AXA

### 2. OBJECT

The purpose of Esupply is to sell food delivery backpacks (the “**Equipment**”) to Users in order to enable them to perform their mission of delivering food.

The User may only purchase one Equipment. Once the User has purchased the Equipment of his choice, his user account will be permanently closed.

### 3. ABOUT YOU - COMMITMENTS

**Legal capacity:** by placing any order, the User certifies firmly and under his own sole responsibility:

- (i) That he has the full legal majority enabling him to contract with us;
- (ii) That he is 18 or older.

The User also firmly and under his own sole responsibility certifies that he is bound by a contract for home food delivery services with UberEats.

### 4. USAGE ACCOUNT

**Creation of the user account:** to order Equipment on the Website, the User must open an user account. The User's user account is only valid once for the purchase of a single Equipment. Once the chosen Equipment has been ordered, the User's account will be permanently closed and the User will no longer have access to the purchasing platform.

In order to be able to purchase Equipment on the Website, the User must comply with the following cumulative and mandatory conditions:

- (i) Be bound by a contract for the provision of home food delivery services with UberEats;
- (ii) Provide a sincere, accurate and complete identity, a valid email address and all necessary identifying information that Esupply may request;
- (iii) Indicate the details of the bank account to which the User wishes to have the price charged;
- (iv) Undertake to use the user account only for the purpose of ordering a single Equipment.

**Terms of Use:** the account is personal and non-transferable; the username and password relating to an account may not be shared, communicated or transferred to any other person, whether natural or legal, except with the prior agreement of Esupply and on pain of suspension or deletion of the account.

At the time of registration, the User will have decided on a username and password for which he is solely responsible; the User undertakes to maintain the confidentiality of his username and password. Esupply cannot be held responsible for the loss of the username and/or password (and subsequent use of the User's account and/or personal data by a third party).

The User acknowledges that all data relating to the Website and/or his account may be transferred, for the purposes of hosting or security, in France or abroad.

**Suspension or deletion of the account by Esupply:** Esupply may suspend or withdraw the account without prior notice and without compensation in the event of:

- (i) breach of any of the present Terms and Conditions of Use;
- (ii) authentication or verification of the User's identity is impossible;
- (iii) fault of all or part of the personal data indicated at the time of registration;
- (iv) behaviour incompatible with the law or morals when ordering Equipment.

**Personal data:** Esupply places great importance on the protection of Users' personal data and undertakes to ensure that they are processed in strict compliance with the applicable laws and regulations, including the General Data Protection Regulation.

In the context of its activities, Esupply may use the User's personal data collected at the time of registration on the Website via the online form to contact him, offer an Equipment for sale, and to ask about the improvements to be made to the Website.

Subject to the User's prior agreement via a checkbox (box not pre-ticked) at the time of registration, Esupply is also likely to send promotional offers. The User may object at any time to the receipt of these promotional offers, by informing Esupply to the following email address [contact@esupplybv.com](mailto:contact@esupplybv.com), or by unsubscribing via the unsubscribe link in each email.

No personal data of the User shall be transferred to partners without the prior agreement of the User.

For more information on how Esupply processes and protects personal data, the User is invited to consult the data privacy policy of Esupply.

**Cookies:** Esupply reserves the right to install cookies in order to best manage the Website, facilitate navigation on the Website, establish statistics and carry out traffic analyses in order to improve the Website.

The configuration of the User's browser software enables him to be informed of the presence of cookies and to refuse it if necessary.

**Convention on Evidence :** the computerised records kept in Esupply's IT systems shall be deemed to constitute proof of the communications, exchanges, registrations and regulations that have occurred in connection with the sale of Equipment, between Users and Esupply.

Invoices sent to Users are archived for a period of one (1) year from the sale of the Equipment.

## 5. ORDERS

**Identification of the User:** before ordering the chosen Equipment, the User must click on the tab “*connect with Uber*”. The User must insert his login ID, i.e. his email address or telephone number, and click on “*next*” they must then tick the box “*I’m not a robot*”, then insert the password saved when registering on the Website.

The User must then enter their confirmation code received by SMS on their mobile phone, then click on “*check*”. In the event of a failure, the User may request the sending of a new code by SMS by clicking on “*SMS*”.

**Verification of the order:** Once identified, the User will be redirected to the Equipment presentation page and simply select the desired Equipment by clicking on the tab “*add to basket*”, then on “*Order*”. A summary of his order and then his personal information will appear, the User can confirm his order as well as his personal information or modify them if necessary.

**Payment of the order:** after definitively confirming his order and his personal information, the User must enter his payment information.

All orders will only be final once payment has been confirmed. No delivery will take place without payment

**Confirmation of the order:** Once the order has been validated, Esupply will send the User a confirmation email acknowledging the order and summarising it. This email will inform him of the delivery times.

## 6. CANCELLATION

We accept cancellations of any product as long as we have not yet shipped it, with the exception of "tailor-made", "personalized", "exclusive" or "special" products. If the Product has been sent and is neither "tailor-made" nor "personalized" nor "exclusive" nor "special", it will be necessary to wait for the delivery of the latter and to proceed with the return, only if the product meets the criteria of law to the withdrawal explained previously.

To cancel your order, please contact us at the following address: [partners@esupplybv.com](mailto:partners@esupplybv.com)

Esupply reserves the right to cancel any order against reimbursement of the entire amount paid by the customer.

## 7. PAYMENT

**Price:** the price of the Equipment is indicated on the Website. This is a firm and final price, including VAT and delivery costs.

The price may be revised at any time. However, modifications do not apply to orders for which the User has received the confirmation e-mail.

**Payment terms:** the User may pay their order in full on the day of the order or opt for payment in three (3) instalments free of charge.

At the time of payment, the User will be redirected to the “Stripe” secure payment platform for cash payments and “Ingenico” for payments in three (3) times at no cost.

**Means of payment:** Credit cards, debit cards and Paypal payments are accepted as means of payment.

**Invoice:** an invoice shall be submitted electronically to the User upon confirmation of the order in exchange for payment of the price.

**Payment obligation:** by agreeing to contract on the basis of these conditions, the User explicitly acknowledges his payment obligation. Once the order has been confirmed, the User’s credit card receives a debit authorisation and the amount is reserved to be debited.

**Late payment:** in the event of late payment, penalties calculated at the interest rate applied by the ECB to its most recent refinancing operation increased by ten (10) percentage points, without this rate being less than three (3) times the legal interest rate, will be automatically owed to Esupply, without any formality or prior formal notice.

## 8. DELIVERY

**Delivery times :** the Equipment acquired by the User will be delivered within a period of twenty-four (24) hours to forty-eight (48) hours depending on the destination, starting from the confirmation of the order by Esupply.

This period does not constitute compulsory deadline and Esupply may not be held liable towards the User in the event of a delay in delivery.

**Delivery terms:** delivery shall be made to the address indicated by the User, with Equipment travelling at the User’s risk.

## 9. RETURNS - Return Policy

In the event of a claim due to possible damage or loss (incomplete parcel, breakage during transport, etc.) occurring during transport, the customer must notify any observation on the delivery note from the transporter and Esupply recommends that it be sent to him. communicate within 24 hours after delivery.

Once the condition of the product has been studied by our warehouse technicians, Esupply will replace the product and no costs will be charged to the customer.

If the reason for the return is a withdrawal (the product does not satisfy the customer), the customer will have fourteen (14) calendar days to communicate his withdrawal to Esupply and we will refund the amount of the purchase of the product without requesting proof of withdrawal and without any penalty. However, the costs of returning the product will be borne by the customer (if you have paid for your order via Paypal, you can consult their special conditions for the return costs refunded. To do this, you must activate their option of “Your return reimbursed”). Before making any return, the customer must inform Esupply customer service by e-mail to the following address: [partners@esupplybv.com](mailto:partners@esupplybv.com). We will indicate to the customer the steps to follow to return the equipment to us.

If the material has to be returned to the warehouse to check its condition, Esupply will initially cover the costs of returning to the supplier. If after revision of after-sales service Esupply concludes that the product has suffered from a manufacturing defect, the customer will not have to pay any costs. If it turns out that the product has suffered damage caused by the improper use of the material by the customer, the latter will bear the costs of shipping to the warehouse. If the customer wishes to recover and return the goods to his home, he will also assume the costs of return.

Prior notification is essential and we will not accept any return which has not been communicated in advance and which transport will not be carried out according to our instructions. It is essential that the product be returned in its original packaging, without having been installed and in perfect condition, accompanied by all the accessories and instructions as well as its invoice. Direct application to the product of adhesive paper or any other type of packaging is prohibited. If the User cannot return the product in its original packaging, the User will have to pay packaging costs.

Esupply will not accept any return the notification of which would take place after the expiration of the period of fourteen (14) calendar days from the date of receipt of the product. Packaged products that cannot be returned for health and hygiene standards or products that have been unpacked after delivery cannot be returned.



The articles "to measure", "personalized", "exclusive" or "special", that is to say which were manufactured according to the choice or the selection of the customer with regard to measurements, color, size, the shape and any other non-standard characteristic cannot be subject to the exercise of the right of withdrawal either and may therefore not be returned for reasons other than an obvious manufacturing defect.

Refunds will be made using the same payment method used by the customer to pay the purchase.

## 10. CUSTOMER FEEDBACK

**Possibility of issuing an opinion:** the User may issue an opinion on the Equipment received. The notices are intended for any User of the Website, and contain information that may not be objective, since they reflect the opinions of Users. Opinions are not subject to prior control by Esupply, which is not in any way liable to anyone for opinions and their content.

**Opinion Policy:** any customer notice posted on the Website must comply with these general terms and conditions and must not, in any event:

- Contain any statement that may constitute defamation, an injunction or an opinion that may affect the sensitivity of certain users,
- Promote, support or invite violent or discriminatory behaviour,
- Infringe the intellectual property rights or property rights over a trademark of a third party,
- Constitute a breach of a contractual clause or a legal obligation of confidentiality,
- Promote any illegal, unauthorised or dangerous activity,
- Present a case of violation of the privacy of others,
- Give the impression that this opinion is the result of the own Esupply or committed Esupply departments,
- Giving an opinion on behalf of a person by usurping their identity, or by giving a false idea of the User's relations with a third party.

**Withdrawal of notices:** Esupply reserves the right to withdraw at any time without notice any notice that does not comply with the policy described in the previous paragraph. Esupply shall also not assume any responsibility whatsoever for monitoring customer opinions and the User shall remain solely liable for the legal or harmful consequences of the opinions it issues. Opinions are withdrawn but never changed.

## 11. CUSTOMER SERVICE

User satisfaction is very important for Esupply. Customer service will undertake, to the extent possible, any possible action to provide the most complete satisfaction. At any stage of the order, the User can contact this service by clicking on the “*Customer Service*” or similar button indicating phone number to call.

In the event of a delay or for any other question relating to his order, the User may contact the customer service department.

## 12. LICENCE

**Use of the Website:** the User is authorised to use this Website, copy and download any extract exclusively for its strictly private use and in the following cases:

- Any use of the Website must be made according to its purpose (the purchase of Equipment) and without any intention of causing harm (this excludes in particular any attempted hacking and any attempt of web scraping);
- Unless expressly authorised in advance by Esupply, intellectual property on the Website, its structure and any rights over the registered trademarks and the names used (including in particular images and graphics) are the exclusive property of the company and/or the owners granting it a licence in this regard. All of these creations and trademarks are protected by relative laws and regulations and all international treaties applicable to the subject, and all rights are expressly reserved. Any use of Website extracts, screenshots, for unauthorised use is strictly prohibited.
- The User may not in any way modify digital copies or paper copies of any copy of an extract from the Website and may not use photos, images, any part of the graph(s), video(s), or audio tape(s) other than accompanied by the text and the corresponding set, in its context.
- The User must ensure that in all cases and for any use it makes in accordance with this article, the quality of author of Esupply and/or Users and the protection of these elements in respect of intellectual property rights and trademark rights are clearly indicated. The reference to these conditions of use is necessary in the event of such reproductions or borrowing of any element covered by intellectual property or the right to protected trademarks.
- The User is not authorised for commercial use in any capacity whatsoever of any element of the Website or copies that it may have without the prior written consent of Esupply, under a license right.

**Limitation to the right of use:** with the exception of the conditions of use defined in this article, the Website, or any of their elements, may not be reproduced, stored or captured, or be the subject of a capture in any other website, any electronic application whether open to the public or private, and in any service without the prior written authorisation of Esupply.

### 13. LINKS TO OTHER WEB PAGES

**Third party websites:** links referring to the Esupply Website to other websites or pages are provided for the sole purpose of user comfort. By clicking on these links, the User leaves the Esupply Website.

Esupply does not carry out any checks on third-party sites and declines any responsibility relating to these third-party websites, their availability, their security and their content. Esupply does not in any way guarantee the publishers of such sites and does not accept any liability relating to the use of such sites. If the User decides to be redirected to a third-party site, he acts under his sole responsibility.

### 14. LIABILITY - GUARANTEE

**Cover for hidden defects:** the Equipment delivered by Esupply is covered by a contractual warranty for a period of one (1) year, from the delivery date, covering non-compliance of the Equipment with the order and any hidden defect, resulting from a defect in the material, design or manufacture affecting the Equipment and making it unfit for the intended use.

**Limitation of cover:** the guarantee is limited to the replacement or reimbursement of non-compliant or defective Equipment. Any warranty is excluded in the event of misuse, negligence or lack of maintenance by the User, such as in the event of normal wear of the Equipment or of force majeure. The warranty shall not apply if the Equipment has been used under conditions different from those for which it was manufactured, in particular in the event of non-compliance with the conditions laid down in the operating manual. Finally, this guarantee also does not apply in the event of damage resulting from a shock, fall, negligence, lack of monitoring or maintenance or in the event of transformation of the Equipment.

**Implementation of the guarantee:** In order to assert his rights, the User must, under penalty of forfeiture of any action relating thereto, inform Esupply's customer service department, in writing, of the existence of defects within a maximum period of fifteen (15) days from their discovery.

The replacement of defective Equipment shall not have the effect of extending the duration of the warranty set out above.

## GUARANTEES

If the product suffers from a manufacturing defect, Esupply will, as the case may be, repair, replace, discount the price or terminate the contract for the product. These managements will be free for the consumer and the user.

All Esupplybv.com products have a commercial guarantee of at least 2 years. The warranty covers only manufacturing defects, it does not include malfunctions linked to negligence, blows, improper or inappropriate use or manipulation, improper installation of equipment and normal wear and tear of products. The customer must inform Esupplybv.com of any lack of conformity within two months after the appearance of the latter.

Esupply responds to lack of conformity which occurs within two years after delivery of the product in question. The customer must inform Esupplybv.com of any lack of conformity within two months after the appearance of the latter.

## 15. TERMINATION OF RELATIONS

Esupply may terminate or suspend the right of use of the User of the Website for its benefit by simple notification by email and/or in writing if Esupply considers:

- (i) That the Website has been used in contradiction with the provisions of these conditions of use;
- (ii) That it has breached any rule provided for by these Terms of Use;
- (iii) That Esupply has suffered payment incidents such as a payment error, dispute, attachment or payment fraud or that it may encounter such difficulties (over-indebtedness, receivership, etc.).

## 16. OTHER PROVISIONS

**Indivisibility:** if any provision of these terms is found to be illegal or unenforceable, the full enforceability of the other provisions shall remain.

**Modification by Esupply of the present general terms and conditions:** at any time, Esupply may amend the previous conditions. In all cases, the User is required to read and accept these general terms and conditions before using the Equipment sales services offered by Esupply.

**Law and jurisdiction:** these conditions of use are subject to French law and must be interpreted in accordance with French law.

All complaints arising from the use of the Website or the sale of the Equipment offered by the Website fall within the jurisdiction of the courts of Paris.