

1. THESE TERMS

- 1.1 These are the terms and conditions on which Telepizza franchisees (“Franchisees”) supply products to you, whether in store or by phone; or via our website [telepizza.com.mt] (“Website”) which we operate on behalf of Franchisees. We accept orders on our Website as agents on behalf of our Franchisees who operate Telepizza branded stores (“Stores”). Therefore the legal contract (which is subject to these terms and conditions) is between you and the Franchisee that operates the Store providing your order.
- 1.2 Notwithstanding the provisions of clause 1.1 the provisions of clauses 10.2 and 10.3 apply between us as principal and you.
- 1.3 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how products will be provided to you and other important information.

2. INFORMATION ABOUT US

- 2.1 We are a company registered in Malta. Our company registration VAT number is MT23559923 and our registered office is at AFS, Mdina Road, Attard.
- 2.2 You can contact us by telephoning our customer service team at +356 2223 2223 or by writing to us at info@telepizza.com.mt
- 2.3 When we use the words "writing" or "written" in these terms, this includes emails.

3. FORMATION OF CONTRACT WITH YOU

- 3.1 If you order via our Website your contract will be formed with a Franchisee when you receive confirmation on the screen that it has been accepted by that Franchisee. You will also receive email confirmation of the order which will confirm contact details which you should check are correct. There may be circumstances in which your order cannot

be confirmed, for instance if you live outside an area in which Franchisees deliver our products. In such circumstances, no contract will be formed.

3.2 If you order on the telephone your contract will be formed when the Franchisee confirms your order.

3.3 If you order in Store your contract will be formed when you receive your receipt.

4. PRICES

4.1 Our Prices (including VAT) are specified either in Stores or on our Website.

4.2 Payments for orders placed on the telephone or in Stores are made direct to the Franchisee. Payments for orders placed on our Website are made directly to us

5. PRODUCTS

5.1 We are under a legal duty to supply products that are in conformity with this contract.

5.2 The allergens contained in each of the products referred to in Store or on our Website ("Products") are set out in our Allergen Information Sheet which is available for inspection on our Website. Although we believe the information contained in the Allergen Information Sheet to be accurate neither we nor the Franchisees accept any responsibility for, and make no representation or give any warranty as to the accuracy or completeness of such information. In the event that you are concerned about an allergy please would you place your order by telephone (rather than online) and inform the Store about your concern.

5.3 All Products are subject to availability.

5.4 All measurements of our pizzas may vary slightly from the description and images set out on our Website.

6. YOUR RIGHTS TO CANCEL AND REJECT

6.1 You have the right to cancel by telephoning the Franchisee at the Store which accepted your order:

6.1.1 (if your order has been placed more than **[twenty four]** hours before the order is due to be delivered) more than **[twenty four]** hours before the order is due to be delivered; or

6.1.2 (if your order has been placed less than **[twenty four]** hours before the order is due to be delivered) at any time before **[the preparation of the Product you ordered has started]**; or

6.1.3 (where you have requested delivery of the products and a time for delivery has been specified) and (through no fault of yours) the Products have not been delivered within **[one hour]** of such specified time (provided that such cancellation must be notified to the Franchisee by telephone before delivery).

6.2 In the event of cancellation in any of the circumstances referred to in clause 6.1 above, you will be reimbursed for the payment made by you in respect of the cancelled order.

6.3 You will be entitled to reject Products which are not of satisfactory quality **[you will not be entitled to reject Products however after any part of them have been eaten]**.

7. FRANCHISEES RIGHTS TO CANCEL

7.1 The Franchisee has the right to cancel your order in the event that you fail to collect the Products which you have ordered on the telephone within **[one]** hour of the time agreed between you and the Franchisee when your order is confirmed or, if you have ordered them online, within **[one]** hour of the time you specified on our Website when you placed the order, or by the Store closing time if earlier. In such circumstances, you will not receive any reimbursement of any payment made by you and you will (in the event that you have not paid) remain liable for full payment.

- 7.2 Where the Products have been delivered to the address specified by you on the Website or on the telephone and no-one is available to accept delivery then our Franchisees shall not be liable to arrange re-delivery.

8. DELIVERY OF THE PRODUCTS

- 8.1 Where you have requested delivery of the Products our Franchisees will endeavour to deliver your order at the date and time confirmed to you at the time of your order or (if no such time is confirmed) as soon as is reasonably possible after we accept your order.

9. MATTERS OUT OF FRANCHISEES CONTROL

- 9.1 A Franchisee will not be liable for any failure to perform any of its obligations under the terms and conditions where that failure is caused by any event out of its control. However, if there is a risk of substantial delay you may contact the Franchisee to end the contract and receive a refund for any products you have paid for but not received.

10. LIABILITY

- 10.1 If any Franchisee fails to comply with these terms and conditions that Franchisee will, subject to clause 10.3, be liable for loss or damage suffered by you as a result of the Franchisee breaching its contract or failing to use reasonable care and skill up to the amount of the payment paid by you for the Products ordered which relates to your claim.
- 10.2 We shall not, subject to clause 10.3, be liable for any loss or damage suffered by you as a result of the Franchisee breaching its contract or failing to use reasonable care and skill. Furthermore, we shall not be liable in respect of any of the information contained in the Allergen Information Sheet.

10.3 Neither us nor our Franchisees exclude any liability for death or personal injury caused by our or our Franchisees' negligence nor do we nor our Franchisees exclude any liability for liability which cannot be legally avoided or excluded.

11. INTELLECTUAL PROPERTY

11.1 All intellectual property used on our Website is owned by us or any member of our corporate group or any person who has authorised the use of intellectual property on our Website. No licence is granted to you to use any of such intellectual property without our express consent in writing.

12. OTHER IMPORTANT TERMS

12.1 This contract is between you and the Franchisee (and only where expressly stated, us). No other person shall have any rights to enforce any of its terms.

12.2 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.3 If we or a Franchisee does not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us or a Franchisee taking steps against you at a later date.

12.4 These terms are governed by Maltese law and you can bring legal proceedings in respect of the products in the Maltese courts.