

**Receiver:**

 Enomis GmbH  
 Giesebrechtstr. 1  
 10629 Berlin

**Billing Address:**

 Title: \_\_\_\_\_  
 Full name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Street, house number: \_\_\_\_\_  
 Postcode, Town/City: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Recommended by:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Delivery address:** (if different)

 Title: \_\_\_\_\_  
 Full name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Street, house number: \_\_\_\_\_  
 Postcode, Town/City: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 Email: \_\_\_\_\_

Select the intolerances or diets for your DELICARDO food cards! The DELICARDO Food Cards are available for multiple allergies! (Please mark)

**You have a food allergy**

- 
- peanut
- 
- 
- fish
- 
- 
- egg
- 
- 
- cow's milk
- 
- 
- lupins
- 
- 
- milk
- 
- 
- nut
- 
- 
- shell crustaceans molluscs
- 
- 
- sulfur dioxide and sulfite
- 
- 
- celery
- 
- 
- mustard
- 
- 
- sesame
- 
- 
- soy
- 
- 
- wheat
- 
- 
- \_\_\_\_\_

**You have a food intolerance**

- 
- fructose-sorbitol malabsorption
- 
- 
- gluten intolerance / celiac disease
- 
- 
- histamine intolerance
- 
- 
- lactose intolerance
- 
- 
- \_\_\_\_\_

**You are a vegetarian or vegan**

- 
- lacto-vegetarians
- 
- 
- ovo-lacto-vegetarians
- 
- 
- ovo-vegetarians
- 
- 
- pesci-vegans
- 
- 
- vegans
- 
- 
- \_\_\_\_\_

**You are on a diet**

- 
- alcohol free diet
- 
- 
- diabetes mellitus
- 
- 
- low protein / phenylketonuria
- 
- 
- inflammatory diseases, rheumatism / arthritis
- 
- 
- hypertension
- 
- 
- hyperuricaemia / gout
- 
- 
- carbohydrate diet
- 
- 
- mediterranean
- 
- 
- osteoporosis
- 
- 
- pregnancy
- 
- 
- food combining
- 
- 
- \_\_\_\_\_

**Language (s):**

- 
- German
- 
- English
- 
- French
- 
- Spanish
- 
- 
- Italian
- 
- Finnish
- 
- Greek
- 
- Danish
- 
- 
- Hindu
- 
- Croatian
- 
- Japanese
- 
- Norwegian
- 
- 
- Dutch
- 
- Polish
- 
- Portuguese
- 
- Russian
- 
- 
- Swedish
- 
- Thai
- 
- Turkish
- 
- Chinese

**Payment:**

- 
- I will pay the total amount within 14 days of invoice (only Germany)
- 
- 
- I will pay the total amount within 14 days by credit card.
- 
- 
- I accept your general terms and conditions (Terms of Use).

**Credit card details:**

 Card:  Mastercard  Visa    Name of credit card holder: \_\_\_\_\_  
 Card Number: \_\_\_\_\_ valid until: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Verification Code: \_\_\_\_\_

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Signature: \_\_\_\_\_

| <b>Prices:</b>   |   |
|--|---|
| <b>DELICARDO Foodcard 10 pieces (carton)</b><br>English / foreign language; Single allergy                               | <b>12,50 €</b> <input type="checkbox"/> |
| <b>DELICARDO Foodcard 50 pieces (carton)</b><br>English / foreign language; Single allergy                               | <b>29,50 €</b> <input type="checkbox"/> |
| <b>Plastic Cards 5 pieces</b><br>English / foreign language; Single allergy  | <b>25,00 €</b> <input type="checkbox"/> |
| <b>PDF</b><br>English / foreign language; Single allergy   | <b>14,85 €</b> <input type="checkbox"/> |
| <b>Traveler Package (3x5) 15 pieces (carton)</b><br>Single allergy; 3 languages<br><b>Please choose three languages!</b> | <b>19,91 €</b> <input type="checkbox"/> |

## General Terms and Conditions of Purchase

### § 1 General Scope

1. Our deliveries, services and offers are based exclusively on these general terms of purchase. They are part of all contracts we make with our customers (hereinafter also referred to as "buyers") for the goods offered by us.
2. Deviating conditions only apply when agreed on by ENOMIS GmbH and the buyer in written or when ENOMIS GmbH gave its written consent to them.

### § 2 Offer and Contract Formation

1. A contract between ENOMIS GmbH and the buyer is concluded by finishing the ordering process on [www.delicardo.de](http://www.delicardo.de). The order is confirmed by clicking the button "Order".
2. On completion of the order on [www.delicardo.de](http://www.delicardo.de) the buyer additionally and immediately receives an order confirmation email.
3. Sending the goods ordered also constitutes acceptance.

### § 3 Prices and Payment

1. Prices are inclusive of the additional statutory turnover tax.
2. Unless otherwise provided for in writing, our prices are exclusive of shipping and packaging costs (§ 5).
3. Payment can be effected by invoice, direct debiting or credit card.
4. Payment via credit card for orders on [www.delicardo.de](http://www.delicardo.de) can be effected by entering the credit card number, date of expiration, card security code and the name of the cardholder in the corresponding field of the Safepay order form on [www.saferpay.com](http://www.saferpay.com).
5. Payment via direct debiting for orders on [www.delicardo.de](http://www.delicardo.de) can be effected by entering the account number, the bank code number and the name of the account holder in the corresponding field of the Safepay order form on [www.saferpay.com](http://www.saferpay.com). A residence in Germany as well as an account maintained at a (savings) bank based in Germany is required for this type of payment.
6. If charges to accounts are not cashed by the buyer's bank, the account holder will no longer be able to shop online at [www.delicardo.de](http://www.delicardo.de). This prohibition will be in effect until the buyer has paid the debt due. Any fees for charged back/negative booking operations will be paid by the buyer.

### § 4 Delivery and delivery time

1. Unless a fixed deadline or fixed date was agreed on in writing, our deliveries and services have to be effected as fast as possible, but at the latest within a time limit of approx. 4 weeks.
2. If we do not observe an agreed-on delivery date, the buyer has to set an appropriate final deadline, which may in no event exceed 2 weeks.

### § 5 Shipment

1. Shipment of the DELICARDO Foodcards is only possible within Germany, to Austria and to Switzerland.
2. The allergy cards are posted by mail.
3. Within Germany the delivery of the allergy cards cost 1,80 EUR. When allergy cards are delivered to Austria or Switzerland the delivery costs amount to 4,20 EUR. Delivery costs are per package.

### § 6 Warranty

1. Should the delivered goods be defective the buyer is entitled to exercise all his legal rights.
2. However, should the buyer claim damages, the special regulations expounded in § 7 apply.

### § 7 Liability for damages

1. The purchaser has no claim to damages because of defects of quality in the delivered goods unless we are notified of the defects within two weeks of the delivery of the goods.

2. Our liability for damages is limited to losses that are foreseeable and typical for this type of contract, no matter what the legal basis of the claims is (especially for delays, defects, or other neglect of duty).
3. ENOMIS GmbH assumes no responsibility for the information of third parties being up-to-date, correct, complete or for its quality. Claims for liability against ENOMIS GmbH that are based on material or intangible damages arising from the use or non-use of the presented information are strictly excluded.
4. ENOMIS GmbH cannot be held liable for the correctness or the contents of DELICARDO Foodcards made to customer specifications unless the card was found for be defective in the sense of paragraph 1. Further, ENOMIS GmbH is not liable for the any use of the card.
5. The preceding limitations of liability do not apply in the case of intentional misconduct or gross negligence, for guaranteed characteristics of the product, or for injury to life, body or health in the German Product Liability Act.

### § 8 Reservation of proprietary rights

1. The goods ordered from our website remain our property until the full purchase price has been paid. The buyer does not command any proprietary rights over the goods and may not sell the items ordered from our website as long as the title to these goods lies with us.
2. Should third parties, notably bailiffs, try to seize goods that are subject to retention of title, the buyer will point out our proprietary rights and will promptly notify us in order for us to exercise our proprietary rights.
3. In case of unlawful behaviour of a customer – especially in case of a delay in payment – we are entitled to claim goods that are subject to retention of title, provided we have withdrawn from the contract.

### § 9 Copyright

All trademark rights and copyrights of the websites [www.delicardo.de](http://www.delicardo.de) and [www.enomis.de](http://www.enomis.de) as well as all intellectual property rights regarding the DELICARDO Foodcards remain the property of ENOMIS GmbH; the same goes for all published contents. ENOMIS GmbH forbids any form of unauthorised reproduction as well as the distribution of any of the contents published on either [www.delicardo.de](http://www.delicardo.de) or [www.enomis.de](http://www.enomis.de) or of the personal DELICARDO Foodcards. The buyer is only entitled to employ the Foodcards for his personal use. Copyright violations will be prosecuted and will entail claims for compensation.

### § 10 Data protection clause

Your personal data provided during the order process are collected, processed and used in accordance with the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG). When ordering from [www.delicardo.de](http://www.delicardo.de) the data stream between the customer's computer and the computer it is connected to is protected by an SSL-communications protocol (depending on browser configuration with up to 128 bit). For further information regarding our data protection regulations please read the privacy policy.

### § 11 Miscellaneous

Should individual provisions of these Terms and Conditions be or become invalid, the other terms shall remain unaffected thereby.

German law is exclusively applicable.

Berlin is the place of jurisdiction and place of fulfilment for all claims.