

General Terms and Conditions of Sale

www.pizzahut.lu

The main activity of Pizza Hut is the sale of pizzas and other side dishes, both Dine In and Take Away.

These General Terms and Conditions of Sale apply only to sales to non-commercial persons within the territory of the Grand Duchy of Luxembourg.

They apply to any order placed on the website www.pizzahut.lu (the "Website"). The Customer declares that he has read and accepted these General Terms and Conditions of Sale before placing his order.

The order confirmation therefore presupposes the acceptance of these General Terms and Conditions of Sale.

Pizza Hut reserves the right to adapt or modify its General Terms and Conditions of Sale at any time. In the event of an amendment, the General Terms and Conditions of Sale in force on the date of the order shall apply to each order. The Customer is requested to consult the General Terms and Conditions of Sale regularly in order to keep abreast of the latest developments.

The General Terms and Conditions of Sale are available in French, German and English. In the event of discrepancies between the texts, the French version of the General Terms and Conditions of Sale shall apply.

Definitions of terms

In these General Conditions of Sale, the following words and expressions have the following meanings.

- The terms "The Customer", "You", "Yours" refer to the Customer who orders Products on the Website www.pizzahut.lu.
- The terms "Pizza Hut", "We", "Us" refer either to La Varenne Gastronomie Holding SARL or Happy Pizza SA or to the licensed Pizza Hut outlets located in Mersch, Pommerloch, Wemperhardt, Mertert, Beggen, Luxembourg City, Foetz, Strassen and Remich whose addresses are mentioned on this website.
- The term "the products" refers to the products offered and delivered by Pizza Hut to the customer.
- The terms "the page" or "the site" are the site www.pizzahut.lu.

1. Order and Acceptance

These General Conditions of Sale apply to all orders placed by a customer on the Pizza Hut website for products to be purchased from a Pizza Hut franchisee outlet in Mersch, Pommerloch, Wemperhardt, Mertert, Beggen, Luxembourg City, Foetz, Strassen and Remich.

The order can only be recorded on the website if the customer has clearly identified himself by entering his customer number and password, which are strictly personal and confidential. For an order to be valid, the Customer must also provide a telephone number where he can be reached.

Pizza Hut shall not be liable for any unauthorized use of the Customer's account by a third party who, through no fault of Pizza Hut, has had access to the relevant code and password, in particular if the Customer has disclosed the identifier and password to a third party or due to negligence.

The user name and password are used as an electronic signature when the order is confirmed. The customer is solely responsible for his user name and password.

The order confirmation means the acceptance of these general sales conditions.

The order confirmation also includes the acceptance of the prices and the description of the products available for sale.

Any dispute concerning this point shall be subject to a possible exchange and to the following provisions. To this end, we ask the customer to contact the restaurant concerned as soon as possible, preferably by telephone or possibly on the website pizzahut.lu in the contact area. Pizza Hut undertakes to fulfil orders received on the website only within the limits of available stocks of products. If the product is not available, Pizza Hut undertakes to inform the customer by telephone before preparing the order. Pizza Hut will be able to offer the customer a replacement product of the same quality and price. The customer has the choice of accepting the proposed replacement or waiving the product for a refund.

Pizza Hut reserves the right to contact the customer, for example by telephone at the number indicated by the customer, in particular in the context of a large order, in order to verify its accuracy.

Pizza Hut has sole discretion to accept product orders placed by a customer. The customer will be informed of the acceptance of his order by the appearance of a message on the screen of the computer from which he placed the order and by an e-mail confirming the order. This message confirms that the order has been processed and indicates the point of sale responsible for the order from which the order can be collected, as well as the estimated pick-up time.

Minors under the age of twelve may not place orders on our website. Minors under the age of 16 are not allowed to order alcoholic beverages on our website. We may ask you to identify yourself when you pick up your order.

There is no right of withdrawal for the customer as these are goods manufactured to customer specifications, which can deteriorate or expire quickly and/or cannot be returned for health or hygiene reasons.

2. Changes to your order

Until your order is confirmed, it can be changed or cancelled directly on the website. Once your order has been confirmed by Pizza Hut, please contact the Pizza Hut restaurant to which you were directed at the time you placed your order if you wish to cancel, modify or complain about your order. You will find the restaurant's contact details in the confirmation email you received after registering your order, or you can view them on the website.

Because promotions are available for a limited period of time, changes to your order may result in the promotions no longer being valid.

3. Prices and Payment

Unless otherwise agreed in writing, the prices quoted by Pizza Hut on the website are in euros, including all taxes.

If one or more taxes or duties are introduced or changed, either upwards or downwards, this change may be reflected in the selling price of the Products.

Prices cannot be changed once the customer has confirmed his order. The prices of the products ordered on the Website and the date of such order are binding.

Pizza Hut cannot be held liable due to a display error.

Product prices may vary according to Pizza Hut Restaurant. In addition, when ordering online, the prices of the products listed in the Internet catalogue may differ from the prices of the products offered in restaurants or on the telephone. In any case, the customer will be charged for the online orders that appear in the Internet catalogue on the day of the order.

The customer has the choice of paying for his purchases either at the time of confirming his order via the online payment method or at the time of cash collection via electronic means of payment and/or meal tickets. For an amount of €60 or more, the customer must use the online payment method to confirm his/her order.

For online payments, we offer a secure and accredited payment system, SIX PAYEMENT SERVICES S.A., which protects against the risk of fraud and guarantees the confidentiality of credit card numbers through encryption.

We accept VISA, Mastercard, Maestro and ATM credit cards. The order is only accepted by the system after the credit card has been verified. It is the customer's responsibility to verify the type and validity of their credit card.

The prices paid by the customer correspond to the prices quoted at the time of order confirmation, unless there is a technical error for which Pizza Hut cannot be held responsible.

Pizza Hut reserves the right to cancel an order if it reasonably appears that it is a fictitious order.

4. Payments

Pizza Hut strives to make the ordered products available to the customer as soon as possible after the date of order confirmation. The customer undertakes to accept delivery of the products within the time limit and to the Pizza Hut Restaurant address indicated in the confirmation e-mail.

The delivery of bulk orders is at the discretion of the Pizza Hut Restaurant where the order is placed.

If the customer does not come to pick up the ordered products at the Pizza Hut Restaurant address indicated in the confirmation e-mail, we will not refund the price of the order and the customer will be charged the full amount of his order.

The transfer of risks from Pizza Hut to the customer takes place when the products are collected.

5. Oral declarations

The Customer agrees that in the event of a dispute, written information about Pizza Hut products shall take precedence over oral statements made by Pizza Hut or by employees or representatives of

Pizza Hut. Pizza Hut will make every reasonable effort to ensure the accuracy of its written information about the Products.

6. Special Offers

The products may be the subject of promotional offers. Any special offer shall be subject to these General Conditions of Sale, which shall prevail in the event of any conflict between the conditions of the special offer and these conditions.

Pizza Hut reserves the right to modify or withdraw the terms and conditions of special offers at any time. Any order placed before the withdrawal or modification of the offer will be executed in accordance with the conditions in force on the day of the order.

7. Responsibility

Pizza Hut has a funding commitment for all phases of order acceptance as well as for the supply of products.

In any event, Pizza Hut cannot be held liable if the non-fulfilment of its obligations is due either to the unforeseeable and insurmountable fact of a third party to the contract or to a case of force majeure within the meaning of Luxembourg jurisdiction.

Similarly, Pizza Hut shall not be liable for any inconvenience or damage connected with the use of the Internet network, in particular for any interruption of the service, external intervention or the presence of computer viruses.

8. Franchisee

Depending on the Pizza Hut restaurant that is taking care of your order, your contract may be with a restaurant of La Varenne Gastronomie Holding SARL or Happy Pizza SA, on the assumption that all franchised outlets are operated by one of these operators connected to the Pizza Hut franchise network.

The details of the Pizza Hut restaurant that will carry out your order (and with which your contract has been concluded) will be included in the confirmation email that will be sent to you after your order is placed.

9. Processing of personal data

The subscription of an order implies that Pizza Hut collects personal data of the customer, the processing of which is necessary for the fulfilment of the business relationship or legal obligations. Such data may be processed, recorded and archived by the Company or even disclosed to third parties in the legitimate interest of Pizza Hut or the third party to whom the data is disclosed, in particular for the purposes of customer file management, contract management, customer service, commercial relations, detection, prevention and fraud prevention, statistical studies, process and collection management and payment of services.

The personal data provided by the Client may be used by Pizza Hut for direct marketing purposes (commercial campaigns, personalized advertising, etc.) in order to inform the Client of its activities, products and services, unless the data subject objects to the processing of his/her personal data for profile or prospectus purposes in accordance with the provisions referred to in Articles 21 and 22 of the General Data Protection Regulation "GDPR".

Details of the Company's processing policy for personal data are available on the Company's website at www.pizzahut.lu.

10. Data protection rights

Pizza Hut respects your privacy and data protection rights. Below is a summary of your rights regarding the personal data that Pizza Hut processes about you:

- Pizza Hut offers you the possibility to access, check or update your personal data at any time via your account.
- You may object to the processing of your personal data, request us to limit the processing of your personal data or request that it be disclosed to third parties.
- You have the right to opt-out of receiving marketing communications from us at any time. You can exercise this right by using the unsubscribe function in the message you receive or by changing your profile accordingly.
- You can also revoke your consent at any time if we collect and process your personal data on the basis of your consent. The revocation of your consent has no influence on the lawfulness of the processing which we have carried out before your revocation, as well as on the processing of your personal data which takes place for other legal reasons than the consent.
- You have the right to complain to a data protection supervisory authority about the collection and use of your personal data.

We answer all requests from persons who wish to exercise their data protection rights in accordance with the applicable data protection laws.

11. Confidentiality

The Client is aware that Pizza Hut and, where applicable, its subcontractors may have access to and accept confidential information in the context of the orders entrusted to them. The parties shall take appropriate measures to preserve the strict confidentiality of the information to which they have access and shall not disclose it to third parties without their prior consent.

12. Laws and Regulations

Contracts, all related matters and all disputes shall be governed by Luxembourg law. The courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction.

13. Required Information

La Varenne Gastronomie Holding SARL

2, Route Nationale 1

L-6776 Grevenmacher

Luxembourg

RC : B174846

Tel: 75 96 26 - Fax: 75 96 27 - Email: florence.sontag@la-varenne.lu ou sam.pinto@la-varenne.lu

- Pommerloch – Sàrl Osiris
 - TVA : LU24996856
 - RC : B164156
 - Autorisation d'établissement : 10020141/0
- Wemperhardt – Sàrl Merigot

- TVA : LU29106232
- RC : B210687
- Autorisation d'établissement : 10075791/1
- Mertert – Sàrl Martino
 - TVA : LU26582672
 - RC : 182464
 - Autorisation d'établissement : 88000/M
- Mersch – Sàrl Apicius
 - TVA : LU24945274
 - RC : B1622881
 - Autorisation d'établissement : 10018331/1
- Remich – SA VINIDARIUS
 - TVA : LU24484304
 - RC : B157116
 - Autorisation d'établissement : 10011452/0

Happy Snacks SA

2, rue du Pont

L-7245 Walferdange-Bereldange

Tel: 33 66 901 - Fax: 33 66 90 90 - Email: alain.schouller@happysnacks.lu ou christophe.piron@happysnacks.lu

N° Registre de commerce et des sociétés: B65187

Autorisation d'établissement N° 00122872/24 par le Ministère des Classes Moyennes, du Tourisme et du Logement du Luxembourg

Numéro de TVA: LU 177 533 67

Lien aux points de vente : Luxembourg-Ville – Strassen - Beggen - Foetz