

User Agreement for www.melis.com.cy

THIS AGREEMENT constitutes the contractual relationship between you as an applicant for membership with and as a Member of www.melis.com.cy (“**the Website**”), hereinafter referred to as “**you**”, on the one part, and , of MELIS & SONS (MEAT MARKET) LIMITED, as the operator of the Website and provider of the services prescribed herein, on the other part, hereinafter referred to as “**we**” or “**us**” or “**our**”.

THIS AGREEMENT shall apply to your use of the Website as well as to any contract between you and us for the sale of products offered through the Website (“**the Product(s)**”). You are urged to read this Agreement carefully and make sure that you understand same, before ordering any products from the Website. Please note that before placing an order you will be asked to agree to the present Agreement. If you refuse to accept this Agreement, you will not be able to order any Products from our Website

We may amend this Agreement from time to time as set out Clause 1.5 below. You should check this Agreement every time you wish to order products through the Website to ensure that you understand the terms which shall apply at that time.

1. APPLICATION TO BECOME A MEMBER AND ACCEPTANCE OF THE AGREEMENT

1.1 This agreement, our Terms of Use www.melis.com.cy/en/page/terms-of-use as well as the Privacy Policy www.melis.com.cy/en/page/privacy-statement and such other rules and policies of the Website as these are published on the Website, shall hereinafter be referred to jointly as the “**Agreement**”.

1.2 Your use of the Website and the provision of our Products and all services associated with same through the Website (“**the Services**”) is subject to the terms and conditions of the Agreement. By submitting an application through the Website to become a registered user of the Website having access to the Website Use (“**a Member**”) you agree that you have read, understood and accepted this Agreement and shall be bound by it at all times it remains in force.

1.3 Becoming a Member is subject to submission of submitted application of yours to this effect, which application is completed and submitted through the Website and which submission constitutes your unconditional acceptance of the Agreement.

1.4 You may not use the Services and may not accept the Agreement if (a) you are not of legal age to form a binding contract with us, or (b) you are not permitted to

receive any Services under the laws of the jurisdiction in which you reside or from which you use the Services.

- 1.5 You acknowledge and agree that we may amend any part of the Agreement at any time by posting the relevant amended and restated Agreement on the Website. By continuing to use the Services or the Website, you agree that the amended Agreement will apply to you.
- 1.6 If we have posted or provided a translation of the Greek language version of the Agreement in any other language, you agree that such translation is provided for convenience only and that the Greek language version will govern your uses of the Services or the Website.
- 1.7 You may be required to enter into a separate agreement, whether online or offline, with us and/or any of our affiliates towards the provision of any Service (“**Additional Agreements**”). If there is any conflict or inconsistency between the Agreement and an Additional Agreement, the Additional Agreement shall take precedence over the Agreement only in relation to that Service concerned.
- 1.8 The Agreement may not otherwise be modified except in writing by a person duly authorized by us to do so.

2. PROVISION OF THE SERVICES

- 2.1 You must register as a Member on the Website in order to access and use any of the Services. Further, we reserve the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to Members or subject to other conditions that we may impose in our discretion.
- 2.2 No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Members. We may in our sole discretion limit, deny or create different level of access to and use of any Services (or any features within the Services) with respect to different Members.
- 2.3 We may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice.

3. MEMBERS GENERALLY

- 3.1 As a condition of your access to and use of the Website or Services, you agree that you will comply with all laws and regulations applicable when using the Website

or Services.

- 3.2 You agree to use the Website or Services solely for your own private and internal purposes. You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings available on or through the Website (the “**Website Content**”), and (b) you will not copy, reproduce, download, compile or otherwise use any Website Content for the purposes of operating a business that competes with us, or otherwise commercially exploiting the Website Content. Systematic retrieval of Website Content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from us is prohibited. Use of any content or materials on the Website for any purpose not expressly permitted in the Agreement is prohibited.
- 3.3 We may allow Members to access to content offered by third parties through hyperlinks, API or otherwise. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Website. You acknowledge that we have no control over such third parties' web sites, do not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content made available on such web sites.
- 3.4 You agree not to undertake any action to undermine the integrity of our computer systems or networks and/or any other Member, nor to gain unauthorized access to such computer systems or networks.
- 3.5 By posting, providing or displaying any information, content or material (“**Member Content**”) on the Website or providing any Member Content to us or our representative(s), towards your registration as a Member or towards receiving any or all of the Services you represent, warrant and agree that such Member Content is true, accurate, complete and lawful.

4. MEMBER ACCOUNTS

- 4.1 Except with our approval, each Member may only hold one account on the Website. We may cancel or terminate a Member’s account if we have reasons to suspect that the Member has concurrently registered or controlled two or more accounts. Further, we may reject your application to become a Member for any reason.
- 4.2 Upon registration on the Website, we shall assign an account and issue a member

ID and password (both shall be chosen by you) to each registered Member.

- 4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all activities that occur under your account. No Member may share, assign, or permit the use of your Member account, ID or password by another person. You agree to notify us immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.
- 4.4 You agree that all activities carried out under your account, in your name and in relation to your details and/or profile are made by you and we shall at all times be able to rely and rely on such warranty.
- 4.5 You further represent, warrant and agree that you shall:
- a) carry on your activities on the Website in compliance with any applicable laws and regulations;
 - b) carry on your activities in accordance with the Agreement and any applicable Additional Agreements;
 - c) not use the Services or Website to defraud any person;
 - d) not impersonate any person;
 - e) not engage in spamming or phishing;
 - f) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
 - g) not copy, reproduce, exploit or expropriate the Website Content;
 - h) not engage in any scheme to undermine the integrity of the data, systems or networks used by us and/or any user of the Website or gain unauthorized access to such data, systems or networks;
 - i) not engage in any activities that would otherwise create any liability for us or our affiliates.
- 4.6 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all use of the Website and Services are in compliance with the same.
- 4.7 We reserve the right in our sole discretion to remove, modify or reject any Member Content that you submit to, post or display on the Website which we reasonably believe is unlawful, violates the Agreement, could subject us or our affiliates to liability, or is otherwise found inappropriate in our opinion.

- 4.8 If any Member breaches any terms of the Agreement or if we have reasonable grounds to believe that any Member is in breach of the Agreement, we shall have the right to suspend or terminate the Member's account without any liability to the Member. We shall also have the right to restrict, refuse or ban any and all current or future use of any other Service that may be provided by us.
- 4.9 You agree to indemnify us, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) however such may arise.

5. OUR PRODUCTS

- 5.1 For each Product listed on our website, you may find the following information (where applicable):
- (a) The name of the Product;
 - (b) The list of ingredients;
 - (c) Any ingredient or processing aid causing allergies or intolerances used in the manufacture or preparation of a Product and still present in the finished Product, even if in an altered form;
 - (d) The quantity of certain ingredients or categories of ingredients;
 - (e) The net quantity of the Product (please see Clause 7 below);
 - (f) Any special storage conditions and conditions of use (where applicable);
 - (g) Country of origin;
 - (h) A nutrition declaration.
- 5.2 The images or photos of the Products on the Website are for illustrative purposes only. Without prejudice to 5.1 above, your Products may vary slightly from those images or photos.
- 5.3 The packaging of the Products may vary from that shown on images on our Website.

6. PLACING YOUR ORDER

- 6.1 Our shopping pages will guide you through the steps you need to take to place an order with us ("**the Order**"). Our order process allows you to check and amend

any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2 Please note that submission of your order does not mean that your order has been accepted. Our acceptance of your order will take place as described under Clause 6.3.

6.3 Once your order has been processed and approved, we will send you an e-mail confirming our acceptance of your Order, along with a description of the Products ordered and quantities ordered ("**the Order Confirmation**"). **The contract between you and us concerning your Order will only be formed when we send you the Order Confirmation ("the Contract").**

6.4 Without prejudice to Clause 11, your contract shall terminate upon delivery of the Products by us and signing for the Products by you at delivery in accordance with Clause 10.

7. QUANTITY AND AVAILABILITY

7.1 When placing your Order you will be asked to determine the quantity per item and or per weight, as the case may be, of the Products you wish to order.

7.2 Although we make every effort to be as accurate as possible in carrying out your Order, because of the nature of Products ordered on a per weight basis, you are hereby noted and agree that the actual quantity value may incur a deviation between -5% to 5% of the quantity you indicate when placing your Order.

7.3 In the case of a deviation of the scale mentioned under Clause 7.2 above, you agree that the Purchase price may and will be amended accordingly.

7.4 All Orders shall be subject to availability. If for any reason we are unable to supply a particular item due to limited or no availability, we shall not be liable to you. Any sums paid in consideration for the purchase of a Product which we are unable to supply will be returned to you at no additional cost.

8. PRICES

8.1 Please note that the price per item and or per kilo is as indicated in our Website ("**the Price**").

- 8.2 For Products ordered on a per item basis, the actual Price you shall be bound to pay in consideration for the purchase of such Products is as indicated in the Shopping Basket page on our Website prior to submission of your Order.
- 8.3 Products in relation to which you are asked to give a weight value, the actual Price cannot be determined until the day of delivery taking into consideration the quantity and weight, where applicable, of all Products ordered. The Shopping basket page on our Website shall indicate the price as calculated on the basis of the values given in relation to the quantity and weight, where applicable, when placing your Order.
- 8.4 The Price for Orders comprising of both Products ordered on a per item basis and Products in relation to which a weight value is given, shall be determined on the day of delivery and in accordance with Clauses 8.2 and 8.3 taking into consideration the quantity and weight of products ordered as per Clause 8.3.
- 8.5 For Products delivered to you through our home delivery option described under Clause 10.3 below, additional delivery costs shall be charged as such costs are described on our Website at www.melis.com.cy/en/page/delivery and as such these will appear in your shopping basket on the Website.
- 8.6 All prices in the shopping basket are expressed inclusive of VAT payable unless otherwise stated. However, if the rate of VAT changes between the date of submission of your Order and the date of delivery and provided that you have not already paid in full for the Products before the change in the rate of VAT takes effect, we will adjust the rate of VAT that you pay.

9. HOW TO PAY

- 9.1 Payment shall take place online on our Website through the use of a credit card or debit card.
- 9.2 For Orders comprising of Products ordered on a per weight basis and subject to Clause 7.2, you agree that we shall withhold an amount equal to the Price indicated in the Shopping Basket on our Website increased by 5%. Following calculation of the actual Price you shall be bound to pay in accordance with Clause 8, we shall authorize deduction of the actual price from the withheld amount and shall release any withheld amount in excess of the said actual price.

10. DELIVERY

- 10.1 Delivery may take place either at any of our Stores listed in our Website or through home delivery in accordance with Clauses 10.2 and 10.3 below.
- 10.2 For Products delivered in any of our Stores, you shall be asked, prior to submitting your Order, to indicate the Store of your preference from the list of Stores listed in our Website at www.melis.com.cy/en/page/our_shops.
- 10.3 Home delivery is only possible within the areas listed in our Website at www.melis.com.cy/en/page/delivery. Please make sure to check whether your address falls within the areas designated in our Website prior to requesting home delivery.
- 10.4 Home delivery is only available for Orders of a value equal to or larger than €20,00.
- 10.5 Following our Order Confirmation we shall contact you so as to indicate the pick-up or delivery address—as the case may be— date and time of your preference.
- 10.6 We will deliver your Order to the main entrance of the designated delivery address. It may be possible for our driver to deliver your Order into the delivery address, subject to your permission and the driver's belief that it is safe and practical to act as such.
- 10.7 You will be asked to review and sign for all Products delivered. Only persons aged 18 years or over are entitled to sign for an Order.
- 10.8 If the person presented to accept delivery is aged under 18 years and or refuses to indicate proof of its age upon a request by the driver and or nobody is present at the delivery address to accept your Order, the driver shall be entitled to retain the Products and you will need to contact us to re-arrange delivery (see below for contact details). An additional delivery charge will be added to your Order Price.
- 10.9 If we fail to deliver your Products at the delivery address and time designated by you, you shall have the right to terminate the contract. In this event, we shall refund all amounts paid including delivery charges, if applicable.
- 10.10 You hereby agree that we shall not be liable to you in case we fail to deliver all Products at the designed delivery address and delivery time in case delay is partly or wholly due to Events Outside Our Control (see Clause 14 below).

11. RETURNS AND REFUNDS

- 11.1 You have the right to cancel a Contract with us without prior notice and within fourteen (14) days following the date on which you or a person authorised by you have acquired physical possession of the Products ordered. This means that if during the said period you have changed your mind or decide that for any other reason you do not want to receive or keep a Product, you can notify us of your decision to cancel your Contract in relation to such Product and receive a refund.
- 11.2 However your right to cancellation and or return of Products is not available in relation to Products that are perishable and expire shortly after delivery.
- 11.3 To cancel a Contract, whether wholly or in relation to a particular Product, you just need to let us know that you have decided to cancel prior to the expiration of the above deadline. The easiest way to do this, is to complete the cancellation form on our website www.melis.com.cy/files/contract_cancellation_form_en.pdf. Alternatively you may use any other means of communication **in writing** at any of our contact details mentioned under Clause 12 below. We will e-mail you to confirm we have received your cancellation.
- 11.4 If you choose to cancel a Contract wholly or in relation to a particular Product we will refund you the price you paid for the Products including delivery charges, if applicable, without undue delay and no later than fourteen (14) days after the day on which you let us know that you wish to cancel the Contract. However, please note that we are permitted by law to reduce your refund to reflect any reduction in the value of the Products, if this has been caused by your handling them in a manner beyond what is necessary for confirming their nature, characteristics and function. We will refund you on the credit card or debit card used by you to pay. Please note that we are permitted by law to retain any amounts paid in consideration for Products which you wish to return and which have been delivered to you, unless and until such Products are returned to us in accordance with Clause 11.6.
- 11.5 If a product has been delivered to you before you decide to cancel your Contract:
- (a) you must return it to us without undue delay and in any event not later than fourteen (14) days after the day on which you let us know that you wish to cancel the Contract. You can either send it back or return it to us in-store.
 - (b) Unless the Product is faulty or not as described you will be responsible for

the cost of returning the Products to us.

11.6 For Products falling under Clause 11.2, you shall be entitled to return same provided that return takes place on the day of delivery and subject to an inspection of the Product by our Quality Control Personnel confirming that indeed the Product is defective or of inadequate quality. In such an event, you shall be entitled to replace the Product with a Product of equal value.

11.7 The present Clause 11 shall survive following expiration of the contract duration (please see Clause 6.4)

12. CONTACTING US

12.1 You may contact us at the following contact details:

MELIS & SONS (MEAT MARKET) LIMITED

Telephone No: 77771520

Fax No: 25721951

E-mail: info@melis.com.cy

Address: Ayiou Athanasiou Ave. & Yianni Ritsou 2,
4107 Ayios Athanasios, Limassol, Cyprus

12.2 When under the present Agreement we refer to “in writing”, this shall include e-mail and fax.

12.3 If you wish to express any complaints, you may use any of the above contact details.

13. LIABILITY

13.1 If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Agreement.

13.2 We do not in any way exclude or limit our liability for:

- (a) Death or personal injury caused by our negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any breach of the terms implied by Sections 15, 16 and 17 of the Sales of

Goods Act of 1994 (Law 10(I)/1994).

- 13.3 Any material downloaded or otherwise obtained through the Website is done and used at each Member's sole risk and each Member is solely responsible for any damage to our computer system or loss of data that may result from the download of any such material. Subject to Clause 13.2 no advice or information, whether oral or written, obtained by any Member from us or through or from the Website shall create any warranty not expressly stated herein.
- 13.4 The Website may make available to you services provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall we or our affiliates be held liable for any such services.
- 13.5 Each Member hereby agrees to indemnify us, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such Member's use of the Website and/or Services or from your breach of any of the terms and conditions of the Agreement. Each Member hereby further agrees to indemnify and keep us, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from Member's breach of any representations and warranties made by Member to us.
- 13.6 Each Member hereby further agrees to indemnify and save us, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by third party claimants or other third parties relating to services offered or displayed on the Website.
- 13.7 We shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:
- a) your use or the inability to use the Website or Services;
 - b) any defect, error or fault in the Services;
 - c) unauthorized access by third parties to data or private information of any Member;
 - d) statements or conduct of any Member of the Website; or;
 - e) any matters relating to Services however arising, including negligence.

13.8 The limitations and exclusions of liability to you under the Agreement shall apply to the maximum extent permitted by law and shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

13.9 Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date, suitable for use in relation to any particular circumstances, conditions or factual background.

14. EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

14.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat for preparation of war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

14.3 If an Event Outside Our Control takes place, that affects performance of our obligations under a Contract:

(a) We will contact you as soon as reasonably possible to notify you; and

(b) Subject to clause 14.3. subsection (c) below:

i. Our obligations will be extended for the duration of the Events Outside Our Control;

ii. Where the Event Outside Our Control affects our Delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over;

(c) Alternatively, you shall be entitled to cancel a Contract affected by an Event Outside Our Control, in accordance with the procedure prescribed under Clause 11.

15. OTHER IMPORTANT TERMS

- 15.1 The Agreement constitutes the entire agreement between you and us with respect to your use of the Website and Services, superseding any prior agreements in relation to the same subject matter herein;
- 15.2 If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced;
- 15.3 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section;
- 15.4 Our failure to enforce any right or failure to act with respect to any breach by you under the Agreement will not constitute waiver of that right nor a waiver of our right to act with respect to subsequent or similar breaches;
- 15.5 We shall have the right to assign the Agreement (including all of our rights, titles, benefits, interests and obligations and duties in the Agreement) to any person or entity (including any affiliates of us) you may not assign, in whole or part, the Agreement to any person or entity;
- 15.6 The Agreement shall be governed by the laws of Cyprus without regard to conflict of laws provisions. The parties to Agreement hereby submit to the exclusive jurisdiction of the courts of Cyprus.