

refurbished Seller Guide



Table of Contents

.....	0
1. Preamble	4
2. Definitions	5
3. Onboarding	8
3.1 Registration and Onboarding	8
3.2 Product Listing	9
4. Seller Obligations	10
4.1 Company Location	10
4.2 30-day Right of Withdrawal	10
4.3 Seller Warranty	10
4.4 Inventory Management	10
4.5 Professional Customer Service	11
5. Product Criteria	13
5.1 Product Standards	13
5.2 Legal and Compliance	13
5.3 Overstock	13
6. Shipping and Delivery Operations	14
6.1 Order and Shipment Process	14
6.2 Packaging	14
6.3 Shipping Time	15
6.4 Return Label Program	15
6.5 Shipment Issues Handling	16
6.6 Express shipping	16
7. Returns and Refunds	17
7.1 Return Label Obligations	17
7.2 Returns Handling	17
7.3 Refunds	18
7.4 Product disposal	18
8. Customer Invoicing and Tax Compliance	19
8.1 Invoices	19
8.2 Tax Compliance	19
8.3 Business Customers	20
9. Payment Terms	21
9.1 Commission	21
9.2 Keep Commission	21

9.3 Dispute Charges	22
9.4 Payment Methods and SEPA Mandate	22
9.5 Payouts	23
9.6 Daily Pay-Outs	24
9.7 Discount Codes	25
9.8 Rolling Reserve	25
10. Fraud, Abuse and Security Policy	26
10.1 Preventive Obligations	26
10.2 Incident Reporting and Response	26
10.3 Fraud and Security Liability	27
10.4 Consequences of Fraud or Security Breaches	27
11. Take Over	28
11.1 Single Case Take Over	28
11.2 Full Account Take Over	28
11.3 Consequences and Cost Recovery	28
11.4 Ownership of Devices after a Full Account Take Over	29
11.5 Locked Devices and Returns (CE categories only)	29
12. Seller Guide Infringement	30
12.1 Penalties	30
12.2 Termination for Business and Operational Reasons	30
12.3 Obligations after Termination	31
13. Liability and Indemnification	32
14. Term, Termination and Amendment	33
14.1 Effective Date and Termination	33
14.2 Termination for Cause	33
14.3 Amendment	33
15. Data	34
15.1 refurbished's Access to Marketplace Data	34
15.2 Seller's Access to Marketplace Data	34
15.3 Seller's Access to Aggregated Data	34
15.4 Data Transfer to Third Parties	35
15.5 Personal Data	35
15.6 Obligations under the Data Act	35
16. P2B Information and Complaint Management	36
16.1 Services included for all Sellers	36
16.2 Optional services	36
16.3 Other distribution channels and programs	36

16.4 Ancillary services	37
16.5 Seller Complaints.....	37
16.6 Mediation	37
17. General Obligations and Provisions	38
18. Links Referenced in the Seller Guide and Seller Information	40
19. Signing.....	41

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1. Preamble

1.1 refurbished Marketplace GmbH ("**refurbed**") operates an online platform ("**refurbed Marketplace**"), on which refurbished devices are offered and sold by sellers ("**Sellers**") and purchased by customers ("**Customers**"). **refurbed** itself does not become a contractual partner of the contracts concluded exclusively between Sellers and Customers, but collects a commission for each sale.

1.2 The Seller is a professional reseller who sells its products on the **refurbed Marketplace**.

Jointly referred to as the "**Parties**".

1.3 The **refurbed Seller Guide** (the "**Seller Guide**") sets forth the rules governing the relationship between **refurbed** and Sellers. It constitutes standardized terms and conditions and forms an integral part of the contractual relationship between **refurbed** and Sellers. The **Seller Guide** does not govern the relationship between Customers and Sellers or between Customers and **refurbed**. By signing the **Seller Guide** electronically, Sellers agree to be bound by its terms.

2. Definitions

For the purposes of this Seller Guide, the following terms have the meanings set out below:

- **Abuse (Fraud):** Any misuse of the refurbished marketplace, tools, systems, or contractual arrangements that circumvents or exploits refurbished's safeguards, pricing mechanisms, commission structure, or operational rules, whether or not it constitutes fraud under applicable law.
- **Account Take Over (Full Account Take Over):** refurbished's takeover of a Seller's entire account, including all customer service operations and warranty claims, when the Seller is unable to fulfil its contractual obligations for a significant portion of customers. Upon takeover, the Seller loses access to the Seller Interface and the Customer Ticketing Tool.
- **Auto Return Label:** A return label automatically generated by refurbished as part of its mandatory automated return label process, ensuring a standardised and trackable return experience.
- **B2B SEPA Direct Debit Mandate:** A direct debit mandate linked to the Seller's designated payout bank account, used to settle amounts owed by the Seller to refurbished where settlement via a payment service provider is not possible.
- **Business Customers:** A natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of its trade, business, or independent professional activity.
- **Business Days:** Monday to Friday, excluding national holidays in the Seller's country.
- **Consumer Electronics (CE):** All consumer electronic products listed on the refurbished marketplace, including Smartphones, Tablets, Laptops, PCs, Monitors & Desktops, MacBooks & iMacs, Audio, Wearables, Cameras, Gaming, Apple Accessories, CE Accessories and all other CE products.
- **Customer:** The end consumer purchasing a product on the refurbished marketplace.
- **Customer-Related Fraud:** Fraudulent acts by customers including identity theft, unauthorised payment transactions, chargebacks, abuse of refund or warranty processes, and manipulation of delivery or non-receipt claims, etc.
- **Customer Ticketing Tool:** The dedicated customer service tool provided by refurbished for all communications between Sellers, customers, and refurbished.
- **Cybersecurity and Technical Incidents:** Events including malware, ransomware, phishing, or social engineering attacks affecting Seller systems or accounts, as well as insecure integrations, APIs, or third-party tools that affect the security, stability, or availability of the refurbished marketplace etc.
- **Data and Information Fraud:** Misuse of customer or marketplace data, including unauthorised extraction or scraping, submission of false or manipulated documentation, and concealment of information relevant to fraud investigations, etc.
- **Disputes:** A challenge raised by a customer against a transaction directly with a payment service provider, including chargebacks initiated by the cardholder's bank. Disputes are handled under the rules and timelines of the respective payment service provider.

- **Fraud:** Any intentional or negligent act involving deception, misrepresentation, or abuse of processes or systems, resulting in actual or potential financial loss, data compromise, reputational damage, or legal exposure, etc.
- **Fraud, Abuse, and Security Incidents:** Incidents that may be caused by customers, Sellers, Seller personnel, subcontractors, third parties, or unknown actors. The Seller bears the risk of incidents attributable to its sphere of control, etc.
- **Green Friday Week:** The big sales week beginning on the Monday before the last Friday of November.
- **Klarna Shipping Policy:** The shipping and delivery requirements set by Klarna that Sellers must fulfil to qualify for Klarna's seller protection on disputed transactions.
- **KYC (Know Your Customer):** The Know Your Customer process, including background and credit checks conducted by refurbished.
- **Marketplace Abuse:** Misuse of the refurbished marketplace including attempts to circumvent commissions or payment flows, manipulation of prices or stock levels, abuse of discount mechanisms, and collusion between Sellers to manipulate market conditions.
- **Non-CE Categories:** All product categories on the refurbished marketplace outside of Consumer Electronics, comprising Home & Garden (including Small and Major Domestic Appliances, Home & Garden Accessories, and Power Tools & Garden Equipment), Sports (including General and Bulky Sports Equipment, E-Bikes, Bikes & E-Scooters, Gym Equipment, Winter Sport, Golf Clubs, and Sports Accessories), and Kids' Equipment (including Strollers & Buggies and all remaining categories), Furniture, Musical Instruments and all other non-CE products.
- **Original Tracking Link:** A direct link to the carrier's tracking page (e.g. DHL, UPS) for a given shipment.
- **PayPal Seller Protection Requirements:** The conditions set by PayPal that Sellers must meet to qualify for PayPal's seller protection on disputed or fraudulent transactions.
- **Post-Sale Risks:** Financial risks arising after a sale has been completed, including customer refunds, chargebacks, warranty claims, and Take Over costs. Post-sale risks are a basis for refurbished applying or adjusting a rolling reserve.
- **Quality Charter:** The refurbished document setting out product condition grading standards, refurbishment and quality check requirements, and warranty handling procedures applicable to products listed on the refurbished marketplace.
- **refurbished API:** refurbished's application programming interface (HTTPS requests or gRPC) used to connect the Seller's systems with refurbished for offer and order management.
- **refurbished Marketplace:** The online marketplace operated by refurbished on which the Seller lists products for sale.
- **refurbished Seller Interface:** The online interface provided by refurbished through which the Seller manages its business on the refurbished marketplace.
- **Security Incident:** Any actual or suspected event that compromises, or is likely to compromise, the confidentiality, integrity, or availability of systems, accounts, data, or services used in connection with the refurbished marketplace, etc.
- **Seller:** The legal entity that has entered into this Seller Guide with refurbished.
- **Seller Account:** The Seller's account on the refurbished marketplace, including access to the Seller Interface and the Customer Ticketing Tool.

- **Seller Account and Access Fraud:** Unauthorised access to a Seller account or related tools, sharing or misuse of login credentials or API keys, and manipulation of orders, refunds, payouts, or customer communications via the Seller account, etc.
- **Seller GMV (Gross Merchandise Value):** The total gross value of all products sold by the Seller on the refurbished marketplace within a given period, before deduction of commissions, refunds, or other charges.
- **Shipping Profile:** The Seller's shipping configuration in the Seller Interface, including the following mandatory fields:
 - **Carrier:** The shipping provider for the relevant lane.
 - **Order Cut-Off Time:** The latest order time, based on the time zone of the Origin Address.
 - **Origin Address:** The pickup location for the shipment (e.g. warehouse).
 - **Service Type:** The shipping or delivery option offered by the carrier (e.g. standard, express).
 - **Shipping Costs:** All costs directly related to the delivery of an order, entered separately from the offer.
- **Single Case Take Over:** refurbished's takeover of an individual customer service case when a Seller is unwilling or unable to resolve a customer request in line with the Seller Guide and Quality Charter. refurbished handles the resolution directly with the customer and recovers any resulting costs from the Seller.
- **Warranty Case:** A case where a product is defective and a customer raises a complaint. It must be handled via the Seller warranty or the statutory warranty.

3. Onboarding

3.1 Registration and Onboarding

3.1.1 The Seller must complete the application form at <https://seller.refurbed.com/application/> and provide all information required for onboarding (e.g. company register excerpt, VAT identification number, imprint, shipping terms).

3.1.2 The Seller consents to refurbed conducting a Know Your Customer (KYC) process, including a background and credit check, and will provide any reasonable documents requested for the purpose of evaluating the Seller's suitability for and continuance of the business relationship. refurbed will verify all documents submitted within and after the onboarding period.

3.1.3 The Seller must provide additional KYC documentation to refurbed's payment service providers Stripe and PayPal (e.g. company register excerpt, bank statement, passport) by forwarding these to refurbed. Both parties agree to treat all information obtained through this process as confidential.

3.1.4 The Seller must submit all mandatory Extended Producer Responsibility ("EPR") registration numbers and documents for all countries the Seller ships to before selling on the refurbed marketplace, and must be registered with a Producer Responsibility Organization (PRO). For further information, see the [EPR Infobase](#).

3.1.5 The Seller's displayed name must reflect a professional business name and must not resemble the "refurbed" brand name or be a URL. refurbed reserves the right to request changes to ensure compliance.

3.1.6 The Seller is obligated to keep the access data of its Seller Account confidential and must not disclose it to any third party. The Seller is liable for any loss or damage resulting from a breach of this obligation.

3.1.7 The Seller must sign a direct debit mandate ("SEPA Mandate") during the onboarding process and confirm activation with its bank. For full details, see Chapter 8 (Payment Terms).

3.1.8 The Seller warrants that all information provided during registration is accurate and complete. In the event of any changes, the Seller must promptly notify refurbed in writing, in particular regarding changes to legal company data, VAT information, or bank account details. The Seller is liable for any issues, delays, or damages resulting from failure to provide accurate or updated information in a timely manner, including administrative fees, bank charges, penalties, or VAT-related losses.

3.1.9 The Seller has no right to sell products on the refurbed marketplace until refurbed has completed its review of all documentation and compliance matters, for which refurbed has full discretion. If refurbed decides not to onboard the Seller, no precontractual guarantees or liabilities arise.

3.1.10 refurbed reserves the right to establish sales quotas for the Seller Account and specify a maximum sales limit. The Seller will be notified in writing when its account approaches the established limit. If the Seller exceeds the limit, refurbed may adjust future sales quotas, temporarily suspend further orders, or renegotiate terms.

3.2 Product Listing

3.2.1 The Seller must be able to ship to all relevant refurbished markets it has selected and must ensure that all product listings are created via the refurbished Seller Interface (manually, via API, or via integrator). The Seller is responsible for the complete accuracy of the content and pricing of its offers.

3.2.2 The Seller is obligated to inform refurbished of any applicable and legally required safety information, warnings, instructions for safe use, and/or pictograms that must be included in the respective product description. This includes standardized signal words, sentences, and/or pictograms indicating potential dangers of the product or its use, including potentially incorrect use, pre-purchase. The Seller is responsible for reviewing the listing information and providing refurbished with the necessary safety information where legally required.

3.2.3 All information must be up-to-date, legally compliant, and complete at all times, supported by necessary or legally required documentation. The Seller must ensure that all information conforms to legal provisions applicable to any third-party rights, including trademarks, copyrights, and property rights.

4. Seller Obligations

4.1 Company Location

4.1.1 The Seller must have business premises within the EU, the European Free Trade Association ("EFTA"), or a market in which refurbished operates, hold a VAT certificate and corresponding VAT number for the respective registered address, and be able to ship to all relevant refurbished markets the Seller has selected. refurbished reserves the right to request proof of VAT payment.

4.2 30-day Right of Withdrawal

4.2.1 The Seller must offer each customer a 30-day right of withdrawal, beginning on the day the customer receives the correct product including all accessories.

4.2.2 If a product must be repaired or replaced within the 30-day withdrawal period due to a defect or an incorrect configuration/product, a new minimum trial period of 14 days begins from the day the repaired or replaced product is received by the customer, or until the expiry of the original 30-day withdrawal period, whichever is the later date.

4.2.3 The customer may exercise the right of withdrawal without stating any reason and may choose between a full refund, a replacement product, or a repair. Where the customer returns the product in a materially different condition than shipped, for example, where the customer has caused damage or used inadequate return packaging, the Seller may deduct the loss in value when processing the refund. The Seller must provide a cost estimate or breakdown of the value loss upon request.

4.2.4 Orders placed between the Monday of Green Friday Week and 1 December of each year benefit from an extended right of withdrawal until at least 15 January of the following year. Orders placed from 1 December onwards are subject to the standard 30-day withdrawal period.

4.3 Seller Warranty

4.3.1 The Seller must offer a 12-month contractual warranty period (*Garantie*) according to the Quality Charter but must not offer any contractual warranty period longer than 12 months. Any warranty period beyond the initial 12 months will be offered by refurbished.

4.3.2 Local statutory warranty laws apply irrespective of the contractual Seller warranty.

4.4 Inventory Management

4.4.1 The Seller must ensure real-time stock availability across all listings, whether managed directly through the refurbished Seller Interface or via API or approved integrator. If orders must be cancelled due to an out-of-stock situation, the Seller must inform the customer within 24 hours through the Customer Ticketing Tool on business days. For cancellations on a Saturday, Sunday, or bank holiday in the Seller's

country, the Seller must inform the customer within the following business day. For all cancellations caused by the Seller's fault, refurb will keep the applicable sales commissions.

4.4.2 In the case of recurring inventory management issues within the Seller's control (e.g. out-of-stock situations or failure to notify the customer within 24 hours), refurb reserves the right to suspend the Seller from the refurb marketplace.

4.5 Professional Customer Service

4.5.1 The Seller must provide professional customer service for all customer enquiries and issues exclusively through the Customer Ticketing Tool, in full compliance with refurb's customer service standards. All customer communications outside the Customer Ticketing Tool are prohibited.

4.5.2 The Seller must provide customer service in the language of the refurb marketplace on which the product was sold (e.g. sales in Germany - customer service in German; sales in Italy - customer service in Italian), unless the customer initiates communication in another language. In such cases, the Seller should continue in that language where possible or reply in English. Communications between the Seller and refurb through the dedicated channel in the Customer Ticketing Tool may be conducted in English.

4.5.3 The response time to all customer contacts must be within 24 hours on business days, excluding bank holidays in the Seller's country. Automatic replies are generally prohibited. The Seller is expected to personally engage with customers and offer a solution within the given timeframe. In exceptional cases where the use of automatic replies is necessary (e.g. during high season), the Seller must seek prior approval from refurb by contacting reporting@refurb.com.

4.5.4 The Seller must provide customer service on all business days, excluding national holidays and weekends. In the event of a planned company vacation preventing the Seller from accepting returns and offering warranty services for more than 3 business days, refurb reserves the right to initiate a Single Case Take Over (see Chapter 11) whenever needed and charge the Seller for the costs incurred. The Seller must notify refurb at least 2 weeks in advance of any such planned vacation.

4.5.5 The Seller must provide professional, customer-centric written support via the Customer Ticketing Tool in accordance with refurb's [Tone of Voice Standards and Communication Guidelines](#). Each customer-facing message must be clear, friendly, and solution-oriented, written in complete sentences and in an easy-to-understand manner. The Seller must proactively address the customer's request, ask only for information that is strictly necessary, and provide concrete next steps with the aim of resolving the matter promptly. refurb may require immediate corrective action and may intervene in or take over customer communication in case of non-compliance, including:

- failure to respond within the agreed response time;
- replies that do not meaningfully progress the customer's request (e.g. no clear next steps, unnecessary back-and-forth, or repeated requests for information already provided);
- communication that is unclear, unfriendly, or inconsistent with refurb's Tone of Voice Standards and Communication Guidelines.

4.5.6 The Seller must communicate proactively and keep the customer informed of the current status of their case through the Customer Ticketing Tool (e.g. returned product received, repair or replacement initiated, product dispatched back to the customer).

4.5.7 The Seller must notify refurb via reporting@refurbed.com before deploying any AI solution for customer communications. The Seller is solely responsible for ensuring that any AI solution complies with this Seller Guide, including this section 4.5, and with all relevant regulations. refurb reserves the right to prohibit the use of any AI tool.

4.5.8 The Seller must access and use the Customer Ticketing Tool exclusively via the access provided by refurb, ensure that Agent Logins are used individually and not shared, and comply with all applicable vendor terms and policies. These obligations extend to any third-party modules or add-ons notified to the Seller by refurb or the vendor.

4.5.9 Where a customer service case escalates to a formal legal matter, including a letter from an attorney, a consumer protection authority, or a court claim, refurb reserves the right to settle the matter on the Seller's behalf where necessary to avoid disproportionate legal costs. Non-cooperation constitutes a ground for Take Over under Chapter 11.

5. Product Criteria

5.1 Product Standards

5.1.1 The Seller must ensure that all refurbished products listed on the refurbished marketplace have undergone a refurbishment and quality check process. All products must have the same functionality as new products (except Ingress Protection (IP) rating), may have visible signs of use, and must be assigned a condition grade in accordance with the applicable Quality Charter.

5.1.2 Every product must be fully functional and match the configuration ordered (including type, size, and colour) as well as the product description provided. The Seller is responsible for the accuracy of all listings and must correct any errors immediately and notify refurbished without delay.

5.2 Legal and Compliance

5.2.1 The Seller must not offer stolen, counterfeit, or otherwise illegitimately procured products on the refurbished marketplace. If the Seller becomes aware of having sold counterfeit, defective, or dangerous products, the Seller must notify its refurbished account manager or reporting@refurbed.com immediately.

5.2.2 Every product must be safe and lawfully certified for sale in the European Union and bear the CE marking on the product itself. Where the Seller uses spare parts, the Seller must ensure that those parts are compatible with the product, maintain its original function and safety as intended by the manufacturer, and comply with all applicable EU product safety laws. The Seller must keep records of spare parts used and make these available to refurbished upon request.

5.2.3 In accordance with the General Product Safety Regulation (GPSR), the Seller must immediately cease the sale of any unsafe product, notify the competent market surveillance authority, inform affected customers, and implement appropriate corrective measures. Before listing a product, the Seller must submit the required product safety information to refurbished via legal@refurbed.com, including manufacturer details, EU Representative information, and applicable safety documentation.

5.3 Overstock

5.3.1 The Seller may list overstock products on the refurbished marketplace, provided that the products are no longer actively produced by the original manufacturer and are not being actively sold or marketed as new on the Seller's own direct-to-consumer channels or by the original manufacturing brand.

6. Shipping and Delivery Operations

6.1 Order and Shipment Process

6.1.1 Once an order is placed, refurbished notifies the Seller with all required customer and order details.

6.1.2 The Seller must upload the Original Tracking Link to the carrier (e.g. direct link to DHL, UPS) on the same day the product is dispatched. If this is not possible, the Seller must instead provide the carrier's name and tracking number in refurbished's standard format. Third-party tracking services are not accepted. The upload can be done via the refurbished Seller Interface, API, or approved integrator. The tracking link must be provided in the language of the refurbished marketplace on which the product is sold.

6.1.3 The Seller must set the shipping price for all destinations. The shipping price displayed to the customer must be zero; shipping costs are incorporated into the product price automatically. The Seller must maintain an up-to-date Shipping Profile including, at a minimum: shipping costs, carrier, service type, origin address, and order cut-off time.

6.1.4 If any problems or delays occur, the Seller must inform the customer through the Customer Ticketing Tool as quickly as possible.

6.1.5 The Seller must ship the product exclusively to the shipping address provided by the Customer during the checkout process. However, typographical errors or missing delivery details must be corrected by the Seller, provided that the Customer reports them promptly after placing the order and before the product has been shipped.

6.2 Packaging

6.2.1 refurbished encourages the use of recycled materials or, where the product is refurbished, reuse of the original packaging (unless visibly damaged). Where this is not feasible, products must be shipped in neutral white or brown packaging.

6.2.2 Electronic products and accessories must not be in contact with each other or move freely within the box during handling. Packaging must include protective material, be tamper-resistant, and avoid excessive plastic. Simple envelopes are not permitted.

6.2.3 For non-electronic products, the Seller must avoid individually wrapping items in plastic and must avoid double packaging.

6.2.4 The Seller must review refurbished's [Packaging Guide](#) before shipping and ensure full compliance for every parcel.

6.2.5 Any branding in or on packaging must be agreed upon in writing by refurbished prior to use. The Seller must not include flyers, return notes, questionnaires, QR codes, or any other advertising or promotional material in shipment packaging, including material that:

- requests or encourages the provision of customer data (such as phone numbers or bank details);

- requests or encourages customer reviews or feedback outside the refurbished marketplace;
- contains or refers to the Seller's website or contact details (including email or postal address);
- provides return instructions or documentation outside refurbished's ticketing or returns process; or
- otherwise induces a customer to interact or transact outside the refurbished marketplace,

irrespective of whether such product or service is connected to refurbished's business model.

6.2.6 The Seller must ensure that packages containing dangerous goods are correctly labelled in compliance with applicable legal requirements, including that packages containing lithium batteries bear the appropriate UN number.

6.3 Shipping Time

6.3.1 Shipping time requirements by product type are as follows:

Product type	Dispatch time ¹ (order to 1st scan)	Delivery time ² (order to 1st delivery attempt)
Small - smartphones, tablets, headphones, smartwatches, etc.	Order before 12:00: by end of same day (max. 12h). Else: by end of next day (max. 24–36h)	Domestic: ≤ 2 days. International EU: ≤ 3 days
Medium - accessories, consoles, cameras, monitors, printers, etc.	Order before 12:00: by end of same day (max. 12h). Else: by end of next day (max. 24–36h)	Domestic: ≤ 3 days. International EU: ≤ 4 days
Medium – special preparation/customization - laptops, desktop PCs, 2-in-1 convertibles, etc.	Order before 12:00: by end of next day (max. 36h). Else: by end of day after next business day (max. 48–60h)	Domestic: ≤ 3 days. International EU: ≤ 4 days
Large - refrigerators, dishwashers, dryers, washing machines, ovens, stoves, garden equipment, bikes etc.	Order before 12:00: by end of next day (max. 36h). Else: by end of day after next business day (max. 48–60h)	Domestic and international EU: ≤ 7 days

¹ Weekends and the Seller's national holidays are always excluded.

² The delivery time starts on the same business day as the order if placed before 12:00. If placed after 12:00 or on a public holiday or weekend, the delivery time starts on the next business day.

6.4 Return Label Program

6.4.1 refurbished operates a mandatory automated return label process to ensure a standardized and trackable return experience. The applicable terms and details are set out in Annex 1 (Auto Return Label Program) and may be amended by refurbished with at least 30 days' notice.

6.5 Shipment Issues Handling

6.5.1 The Seller bears the full cost and transport risk for all shipments to and from the customer. The Seller is solely responsible for ensuring that the product is delivered to the customer and returned to the Seller without issues. Any shipment-related issue such as delay, loss, non-delivery, incomplete delivery, receipt of an empty parcel, or damage must be handled and resolved by the Seller directly with the carrier. The customer must not be disadvantaged by transport-related issues and is entitled to an appropriate solution (e.g. replacement or refund).

6.5.2 For return shipments, the principle in 6.5.1 applies provided that the customer has used the return method instructed by the Seller or received the autogenerated return label.

6.5.3 The Seller may request supporting evidence from the customer where necessary to assess the situation. Such evidence is used solely to evaluate the credibility of the claim. The absence of supporting documents alone does not automatically invalidate a customer's claim, but a lack of credibility based on the overall circumstances may be taken into account. Supporting evidence may include, but is not limited to, photos of the parcel, a personal affidavit, and proof of posting.

6.5.4 Once the customer has provided the requested information or made a credible statement, the Seller must provide a solution within a maximum of 5 business days, regardless of the status or outcome of any carrier investigation.

6.5.5 If it is likely that the issue occurred during transport, the Seller must resolve the case in favour of the customer without undue delay. Under no circumstances can the customer be held responsible for transport-related issues where a credible claim has been established.

6.5.6 Where a refurbished Carrier Agreement is used, refurbished may initiate the carrier inquiry, manage the claim on behalf of the Seller and, where applicable, reimburse the Seller in accordance with Annex 1.

6.6 Express shipping

6.6.1 refurbished reserves the right to require the Seller to offer either a standard and express shipping options or both options for certain categories. Any such requirement will be communicated at least 30 days in advance.

7. Returns and Refunds

7.1 Return Label Obligations

7.1.1 The Seller must provide a free return label exclusively via the Customer Ticketing Tool within 24 hours on business days of a return request within the withdrawal period or due to a warranty claim. Return labels must not be included in packaging or provided outside the Customer Ticketing Tool. The Seller agrees to reimburse all costs associated with the return, including customs duties. For auto return labels please refer to Annex 1.

7.1.2 If the Seller fails to provide a valid return label within the required timeframe, the customer may return the product using a carrier of their choice at the Seller's expense. If the product is subsequently lost or stolen and the customer provides proof of posting, the Seller must refund the purchase price.

7.1.3 If the return label provided by the seller is not accepted at the carrier's drop-off point and the customer has to ship the device at their own expense, the seller must reimburse the customer for the shipping costs, provided that the customer shares the bill showing the amount they paid.

7.1.4 The Seller must ensure that the return label provides the customer with a viable drop-off or pick-up option. Where the return label includes a carrier without a drop-off point within 10 km of the customer's shipping address, the Seller must arrange a pick-up at the customer's location. If this is not possible, the Seller may generate a return label on the Seller's behalf and at the Seller's expense. Where neither option is available, the customer may use a local carrier at the Seller's expense.

7.1.5 The Seller may offer a pick-up from the customer's preferred address, provided the customer is able to contact the carrier directly to arrange the date and time. If the pick-up is unsuccessful, the Seller must provide a free return label to a local carrier.

7.1.6 An exception to the free return obligation applies where a warranty claim is rejected due to proven gross negligence or intent on the part of the customer. In such a case, the Seller may request the customer to cover return shipping costs. The burden of proof lies with the Seller; where the facts are unclear, the Seller reserves the right to make the final determination. The customer must be informed of this possibility before the return shipment is made, and the Seller must provide a cost estimate for any repair expenses before proceeding.

7.2 Returns Handling

7.2.1 Upon receipt of a returned product, the Seller must offer the customer a repair, replacement, or refund within 3 business days. Exceptions to the 3-day deadline are:

- for heavy and/or bulky products (i.e. products which, when packaged, have at least one side 100cm or longer and/or weigh 25kg or over), the Seller has a maximum of 30 business days.
- For products where sourcing spare parts requires additional time, the deadline may be extended only by mutual agreement between the Seller and the customer via the Customer Ticketing Tool.
- For planned company vacations, see section 4.5.4 of this Seller Guide.

7.2.2 The Seller must verify that the returned product was originally sold by the Seller before proceeding with any repair. The Seller must keep the customer informed throughout the process and must be available to respond to all customer queries.

7.2.4 The Seller must inform the customer of receipt of the returned product and provide a tracking ID for any outbound shipment.

7.2.5 The Seller must only dispatch a repaired or replaced product to an address other than the original delivery address where the customer has explicitly requested this. Dispatch to a new address within the same country must be at no cost to the customer. Where the new address is within the EU but in a different country, the Seller may request that the customer covers any additional shipping costs, communicated via the Customer Ticketing Tool. Where the product is dispatched to the wrong address due to the Seller's or carrier's fault, the Seller must resolve the issue at its own cost and provide the customer with compensation in accordance with the applicable Quality Charter.

7.3 Refunds

7.3.1 All refunds must be issued via the refurbished Seller Interface and must include the full purchase price including VAT and any shipping costs paid by the customer.

7.3.2 Where an automatic refund via the refurbished Seller Interface is no longer possible (e.g. due to order date), the Seller must initiate the refund manually via the same payment method used by the customer. If this is not possible, the Seller may refund via bank transfer or PayPal.

7.3.3 If the Seller fails to issue a refund within 3 business days of the product arriving at the Seller's premises and does not provide a valid reason for the delay within that timeframe, refurbished reserves the right to issue the refund on the Seller's behalf and charge the Seller for the costs incurred. Chapter 11 (Take Over) applies.

7.4 Product disposal

7.4.1 Returned products must not be destroyed or disposed of. The Seller must repair and re-sell returned products where possible. Where this is not possible, returned products must be responsibly recycled.

8. Customer Invoicing and Tax Compliance

8.1 Invoices

8.1.1 The Seller must issue an invoice to the customer for every order. The invoice must be uploaded via the Seller Interface or API no later than 72 hours after the purchase time, excluding weekends and public holidays, and in any event upon or before shipment. The Seller must check whether the customer has stated a different billing address from the shipping address. Where a customer has not received an invoice and requests one, the Seller must provide it within 24 hours of the request.

8.1.2 Every invoice must be issued in accordance with applicable local law and must contain at minimum:

- the Seller's name and address;
- the name and billing address of the customer;
- quantity and description of the products ordered;
- order date;
- price of each product and the applicable tax rate, or a reference to any tax exemption;
- the amount of tax due;
- date of issue;
- invoice number;
- the Seller's VAT identification number (UID number) and, for B2B sales, the recipient's VAT number; and
- a reference to marginal taxation where applicable.

8.1.3 The invoice must not include the Seller's bank details to prevent double payments.

8.1.4 By default, the VAT of the country of delivery applies per order. [refurbed](#) considers the EU-wide threshold of EUR 10,000 to apply, and expected VAT is reported either via the EU-OSS system or through ongoing VAT filings in the relevant country. The Seller is responsible for fulfilling all applicable legal and tax requirements for both EU and non-EU transactions, including timely compliance with the EU VAT small business scheme. For questions on this topic, the Seller should consult a tax advisor. Current EU VAT distance selling thresholds are available [here](#).

9.1.5 For orders shipped to consumers in Portugal, the customer's NIF (tax identification number) must be included on the corresponding invoice.

8.2 Tax Compliance

8.2.1 The Seller is solely responsible for all tax obligations and must comply with both the national regulations of the Seller's own country and those of all shipping countries, including applicable VAT,

customs, and import tax obligations. refurb assumes no responsibility for the Seller's tax compliance. All non-EU deliveries are assumed to be unpaid and untaxed. The Incoterms: Delivered at Place, DAP apply.

8.2.2 Where the Seller wishes to offer marginally taxed products, the Seller must inform its refurb account manager before commencing sales and must flag these offers as "marginal" during the offer creation process. The Seller must maintain complete and accurate records related to the purchase and sale of marginal tax products.

8.2.3 Where refurb has reasonable grounds to suspect VAT fraud or material VAT non-compliance, the Seller must promptly provide all records and information reasonably requested to verify VAT compliance (e.g. VAT registrations, returns, invoices, transaction data, proof of delivery, and customs documents). Failure to do so or evidence of non-compliance may result in suspension, withholding of payouts, and/or termination.

8.3 Business Customers

8.3.1 The Seller acknowledges that refurb permits business customers to purchase directly on the refurb marketplace. The same invoice requirements apply to business customers as to end customers (see section 9.1.2).

8.3.2 For each business order, refurb validates the business customer's VAT identification number through the Austrian taxation authority. For intra-community deliveries, the business customer pays the net price, except for marginally taxed products (see section 9.2.2). Where the customer does not provide a valid VAT number, the customer is treated as a non-business customer or threshold acquirer, and the place of delivery is assumed to be the customer's country.

9. Payment Terms

9.1 Commission

9.1.1 refurb charges the Seller a commission on each sale made through the refurbished marketplace. The commission consists of a base commission and, for applicable categories, a payment commission. Applicable commission rates are set out in Annex 2 (Commissions and Pricing).

9.1.2 The Seller sets its own offer and minimum prices freely and autonomously. Minimum prices must be set realistically. If refurb detects an artificially low minimum price, the Seller may be suspended under Chapter 12, and refurb reserves the right to charge the full gross price of the affected order plus applicable commission.

9.1.3 For applicable categories, refurb may apply a dynamic pricing surcharge (Smart Pricing) on a case-by-case basis using external market data and click data. Smart Pricing is paid by the customer on behalf of the Seller and retained by refurb. Details are set out in Annex 2.

9.1.4 refurb may operate collaborative discount code programs jointly with the Seller. The Seller is not required to make additional payments for these discount codes; associated costs are covered by refurb and deducted from applicable commissions before payout. Details are set out in Annex 2.

9.1.5 The Seller receives a monthly invoice and sales report covering all orders, refunds, and commission charges for the preceding calendar month, available for download in the Seller Interface.

9.2 Keep Commission

9.2.1 If a customer exercises a contractual or legal right of withdrawal or returns a product where the Seller is not at fault (e.g., the customer does not like it anymore) refurb will not charge any applicable commission for these orders within the 30-days right of withdrawal and will automatically refund any commission taken from orders, as long as the order is refunded within 45 days of the original date of placement and a ticket was opened via Customer Ticketing Tool.

9.2.2 If a customer refund is caused by the Seller's fault, the Seller will be charged any applicable commission. This includes but is not limited to defective devices, devices not corresponding to the ordered grading and devices in wrong configuration. The commission will also be charged for out-of-stock sales/cancellations by the Seller, refund requests due to delivery delays caused by the Seller and for Disputes charges according to paragraph 9.3. No commission will be charged if the Seller can prove to refurb with irrefutable evidence according to refurb's policies (i.e. Ticket Topic Change Guidelines) that the refund was not caused by the Seller's fault.

9.2.3 refurb will keep any applicable commission for any refunds that the Seller agrees with customers outside of the refurbished marketplace, except when (i) the Seller shares proof of the refund being handled via the Customer Ticketing Tool and the refund was not caused by the Seller, (ii) refurb explicitly advises the Seller to do so, or (iii) a refund via the refurbished Seller Interface is no longer technically possible and the refund was not caused by the Seller. Therefore, it is strongly advised that the Seller always refund via the refurbished Seller Interface if technically possible.

9.3 Dispute Charges

9.3.1 A Dispute arises where a customer challenges a transaction directly with a payment service provider, including chargebacks initiated by the cardholder's bank. Disputes are handled under the rules and timelines of the respective payment service provider.

9.3.2 A Dispute will be charged to the Seller if a Dispute prevents the Seller from executing a regular refund via the Payment Service Provider, even though the Seller is willing to refund the customer.

9.3.3 The Seller will be charged for a Dispute if any of the following conditions are **not** met:

- The order was shipped to the address confirmed at checkout with no post-checkout address changes.
- The order was shipped within the required shipping timeframe according to Chapter 6 and communicated to the customer at checkout.
- A valid tracking link was provided to refurbed for the order.
- A signed proof of delivery was provided for all orders over EUR 300.
- Proof of delivery complied with the requirements of the relevant payment service provider (Klarna Shipping Policy or PayPal Seller Protection Requirements).
- All inquiries from refurbed or the payment service provider were responded to within the specified timeframe.
- Any applicable refund was processed on time in accordance with the Seller Guide.
- The Seller did not violate the [Klarna Shipping Policy](#) or [PayPal Seller Protection Requirements](#).

9.3.4 In case of a Dispute, the full disputed amount may be charged in the Seller's monthly invoice, and any applicable dispute fee charged to refurbed (e.g. Klarna dispute fee of EUR 15 for unanswered inquiries) will be forwarded to the Seller. Furthermore, refurbed will keep the commission according to section 9.2 of this Seller Guide.

9.3.5 The Seller will not be charged for Disputes arising from Customer Fraud or Abuse where the Seller has provided sufficient delivery documentation in compliance with the applicable payment service provider's requirements ([Klarna Shipping Policy](#) or [PayPal Seller Protection Requirements](#)) and has acted in full compliance with the Seller Guide. In such cases refurbed bears the financial loss.

9.4 Payment Methods and SEPA Mandate

9.4.1 Payment transactions on the refurbed marketplace are processed by Stripe and PayPal. The Seller must maintain a valid B2B SEPA direct debit mandate linked to the Seller's designated payout bank account. Where a B2B SEPA mandate cannot be established due to technical limitations, a SEPA Core mandate or manual bank transfer must be used as an alternative.

9.4.2 The SEPA Mandate is used to settle amounts payable by the Seller to refurbed where settlement via a payment service provider is not possible, including outstanding commissions, dispute charges, Take Over costs, VAT charges, and negative balances. refurbed reserves the right to verify the validity of the SEPA mandate by initiating a charge of EUR 1, which will subsequently be refunded. Any fees arising from failed SEPA direct debit transactions are borne by the Seller.

9.4.3 The Seller may not change the designated payout bank account or payment service provider account unless the new account is registered to the same legal entity as the Seller.

9.5 Payouts

9.5.1 For payments through the Payment Service Providers, the gross selling price minus the applicable commissions plus applicable customer voucher settlement will be transferred to the bank account provided by the Seller according to the agreed Pay-Out schedule e.g. weekly, monthly or Daily Pay-Out. The timing of the payout is determined by the point in time at which refurb initiates the Pay-Out. It is acknowledged that the arrival of the funds may be subject to delays caused by the Payment Service Provider and the receiving bank. The payout amount includes those orders for which payment has been received by the Payment Service Provider.

9.5.2 The Seller may not request to change the Seller's Payment Service Provider account and/or IBAN of the Seller's Pay-Out bank account unless the account provided is registered to the same legal entity or legal representative that this Seller Guide is concluded with. The direct debit mandate (SEPA Mandate) must be linked to the same account indicated as the Pay-Out bank account.

9.5.3 The Seller receives a Pay-Out report for each Pay-Out which itemizes all orders and commissions consisting of the respective paid amount. The Pay-Out report will be made available for download on the Seller Interface.

9.5.4 The Seller's provided offer price will be displayed on the refurb marketplace in the local currency, if applicable, already adjusted for the exchange rate of the market the Seller is listing in (e.g. for Euro offers in non-Euro Markets).

9.5.5 The Seller can add bank accounts in all the supported currencies of the refurb marketplace. If a bank account's currency matches the currency in which the customer was charged, the Pay-Out may be made using this bank account. If there is no bank account in the currency the customer was charged in, the amount the Seller receives is converted to the currency of the default bank account and transferred to this account.

9.5.6 For payouts in currencies other than EUR or to non-local bank accounts, PSPs may apply additional fees. refurb reserves the right to pass these fees on to the Seller, including by deduction from the payout or by separate charge.

9.5.7 Negative Stripe and/or PayPal balances ("negative balances") derive from an obligation such as warranty or refund claims by customers and are made visible on the Payment Service Provider's dashboard. If either the Stripe or PayPal balance is at risk of turning negative, the Seller is notified by an automated alert notification.

9.5.8 In case of a negative balance of more than 30 days or if the Seller is permanently deactivated from the refurb marketplace, refurb takes over negative balances and will charge such balances to the Seller. In the event of non-payment, refurb will ultimately pursue these claims against the Seller in court.

9.5.9 In case of poor performance or disregard of the refurb Seller Guide and its applicable documents, the Seller grants refurb the authorization to adjust the Pay-Out schedule adequately for review.

9.5.10 The Seller grants authorization to refurb to (also partly) pause, delay or adjust the Pay-Out schedule in the following cases as a precautionary measure to cover for customer refunds and warranty

claims or any other justifiable service-related issue arising from products or services provided by the Seller until the issue has been resolved:

- Strong negative performance;
- Violation of the Seller Guide and its applicable documents;
- Failure to address negative balances in a reasonable time;
- Failure to address any other open receivable;
- Failure to restore the Fast Pay-Out eligibility requirements;
- Permanent deactivation of the Seller's account;
- Negative changes in the Seller's credit score;
- Low Seller performance score;
- Uncooperative behavior;
- Failure to provide direct debit mandate.

9.6 Daily Pay-Outs

9.6.1 refurb offers the possibility to opt-in for Daily Pay-Out. The Daily Pay-Out option initiates a Daily Pay-Out on business days.

9.6.2 For the avoidance of doubt, neither the eligibility, nor opt-in or opt-out of Daily Pay-Out influences the payment commission for applicable categories charged independently in addition to the base commission.

9.6.3 Eligibility for Daily Pay-Out provides that (i) more than 45 days have passed since the first sale on the refurb marketplace and (ii) the opt-in eligibility criteria are met. The Seller can request to opt-in by sending an e-mail to both seller@refurbed.com and finance@refurbed.com. Provided all eligibility criteria are met, the Pay-Out schedule will be set to Daily Pay-Out within 3 business days.

9.6.4 Eligibility is assessed based on several criteria, including but not limited to condition score, mid term defect score (35 days), stable customer service & delivery scores, historic performance, Take Overs and a strong financial status proven by appropriate credit reports, no open receivables by refurb and already existing SEPA mandates.

9.6.5 The continuance of the eligibility requirements is continuously monitored. If one of the requirements is no longer met, refurb warns the Seller through an alert notification. If the requirements are not restored within a reasonable time period, defined by refurb, refurb will deactivate Daily Pay-Out.

9.6.6 refurb reserves the right to immediately and without prior notice deactivate Daily Pay-Out at any time deemed necessary to avoid imminent financial risks due to the Seller's behavior.

9.6.7 Opt-out from Daily Pay-Out to a different Pay-Out schedule is possible by written notification by the Seller to seller@refurbed.com and finance@refurbed.com. The Pay-Out schedule will be adjusted within 3 business days from notice.

9.7 Discount Codes

Where refurb operates a collaborative discount code program with the Seller, the discount is applied at checkout. refurb covers the discount amount, which is deducted from applicable commissions before payout. Where the discount exceeds applicable commissions, the outstanding amount is credited and adjusted in the subsequent payout. The Seller is informed of actual sales prices and discount amounts applied to facilitate accurate invoice creation. Detailed discount information is provided in the Seller Interface and payout and sales reports.

9.8 Rolling Reserve

9.8.1 refurb reserves the right to retain a portion of the Seller's payout balance as a rolling reserve to mitigate post-sale risks, including customer refunds, chargebacks, warranty claims, and Take Over costs (together "Post Sale Risk"). The reserve amount is calculated based on the Seller's 12-month selling history, credit rating as determined by refurb's partner credit rating agency, refund rate over the preceding 90 days, and defect rate over the preceding 12 months. The reserve is proportionally allocated across the Seller's connected Hyperwallet and Stripe accounts. Further information on the calculation can be found [here](#).

9.8.2 A rolling reserve may be applied from the first week of active selling and is reviewed and adjusted on a daily basis starting from November 2026 and on a weekly basis from now to end of October 2026.

9.8.3 Provided no Post-Sale risks are pending or reasonably expected, the withheld amount will be released to the Seller's payout balance after a retention period of 12 months. The rolling reserve does not constitute a due and payable claim during the retention period and is subject to conditional release. The rolling reserve may be offset against any outstanding claims held by refurb against the Seller, or by third parties against refurb arising from the Seller's actions or obligations. The reserve may be forwarded to refurb's affiliated companies (e.g. Refurbed Direct GmbH or Refurbed plus GmbH) to offset against any claim refurb's affiliated companies hold against the Seller. refurb is entitled to keep the reserve up to twelve (12) months after the Seller's offboarding.

9.8.4 In the event of a Take Over under Chapter 11 due to non-performance, insolvency or other breach of contract on the Seller's part, refurb is entitled to deduct or advance any expenses incurred in fulfilling the affected customer transaction. This includes shipping costs, customer refunds, warranty settlements or replacement product costs. These amounts may be directly deducted from the Seller's available balance or Rolling Reserve. If the Seller's payout balance or Rolling Reserve is insufficient, the Seller agrees to reimburse refurb upon first demand.

10. Fraud, Abuse and Security Policy

10.1 Preventive Obligations

10.1.1 The Seller is obligated to implement, maintain, and regularly review appropriate technical and organizational measures to prevent fraud, abuse, and security incidents, including:

- safeguarding login credentials and API keys;
- ensuring role-based and individual access to Seller accounts and tools;
- promptly revoking access rights for departing or unauthorised personnel;
- ensuring secure integrations and compliance of third-party tools;
- training employees on fraud awareness and cybersecurity risks;
- monitoring Seller account activity for suspicious or irregular behaviour;
- enabling and maintaining two-factor authentication (2FA) for all access to the Seller Interface and refurbished Seller tools;
- providing, upon request, all documentation necessary to verify compliance with this chapter;
- demonstrating the existence, adequacy, and ongoing maintenance of a state-of-the-art cybersecurity infrastructure; and
- imposing equivalent security and compliance standards on all parties and tools involved in the Seller's supply chain.

10.2 Incident Reporting and Response

10.2.1 The Seller must notify refurbished without undue delay, and in any event no later than 24 hours after becoming aware, of any actual or suspected fraud, abuse, or security incident. Failure to comply may result in an assignment of liability to the Seller.

10.2.2 All communication regarding suspected fraud must take place exclusively through refurbished's communication channels.

10.2.3 The Seller must fully cooperate with refurbished, payment service providers, and competent authorities in investigating and resolving the incident, including providing IMEI or serial numbers, proof of delivery, invoices, and transaction records upon request.

10.2.4 The Seller must preserve all relevant evidence and refrain from any actions that could hinder investigations.

10.2.5 Where refurbished informs the Seller of an order involving customer fraud:

- if the order has been shipped recently, the Seller should attempt to recall the parcel and refund the customer;
- if the order has not yet been shipped, the Seller must cancel the order and refund the customer;

- if the order cannot be recalled, refurb will support the Seller in managing any resulting disputes.

10.3 Fraud and Security Liability

10.3.1 refurb does not assume liability for fraud, abuse, or security incidents committed by customers, Sellers, or third parties, except where liability is mandatorily imposed by applicable law. refurb will proactively support Sellers in investigations and disputes with payment service providers where applicable.

10.3.2 The Seller bears full liability for fraud, abuse, or security incidents that: arise from the Seller's acts or omissions; arise from the Seller's failure to secure its accounts, systems, credentials, or personnel access; result from inaccurate, incomplete, or misleading information or documentation provided by the Seller; or involve changes to shipping addresses or order details outside refurb's prescribed processes.

10.3.3 Klarna, PayPal, and other payment service providers may assume liability for fraudulent transactions where the respective Seller Protection Requirements or Shipping Policies are fully met. The applicability and scope of such protection are governed exclusively by the rules of the respective payment service provider.

10.3.4 For unauthorised credit card transactions, liability lies with the issuing credit card company where the transaction is 3D-secured. For non-3D-secured transactions, refurb will support the Seller in managing and disputing the charge. For payment methods redirecting customers directly to their bank accounts, disputes must be handled with the fraud victim's bank. In all cases, the fraud victim may be required to file a police report.

10.4 Consequences of Fraud or Security Breaches

10.4.1 In the event of fraud, abuse, or security breaches, suspected or confirmed, refurb may, without prejudice to other rights or remedies and without prior notice where necessary to mitigate risk:

- suspend or restrict Seller accounts or access rights;
- pause, delay, or adjust payouts;
- increase rolling reserves;
- initiate a Take Over pursuant to Chapter 11;
- charge dispute fees, losses, or damages in accordance with Chapters 8 and 13; and
- impose penalties or terminate the Seller Guide pursuant to Chapter 12.

10.4.2 The Seller must indemnify and hold refurb harmless from all losses, damages, penalties, costs, and expenses arising from fraud, abuse, or security incidents attributable to the Seller.

11. Take Over

11.1 Single Case Take Over

11.1.1 A Single Case Take Over refers to the takeover of an individual customer service case by refurb. This happens when a Seller is unwilling or unable to resolve a customer request in line with the requirements of the Seller Guide and Quality Charter, and refurb has already formally requested the Seller to do so. In such a case, refurb will take over the ticket and handle the resolution directly with the customer.

11.1.2 In such cases, refurb will notify the Seller via email of a reasonable deadline by which the issue must be resolved. If the Seller fails to meet this deadline and/or does not provide a written explanation together with clear and irrefutable supporting evidence justifying the deviation from the contractual duties, refurb is entitled to intervene, provide the customer with an appropriate resolution, and recover any resulting costs from the Seller.

11.1.3 If the Seller offers assistance or alternative solutions after a Take Over has been initiated, the customer is free to decide whether to continue with the Take Over (and therefore the solution offered from refurb) or to proceed with the Seller's offered solution.

11.2 Full Account Take Over

11.2.1 A Full Account Take Over occurs when the Seller is unable to fulfill refurb's contractual warranty obligations and other duties set out in the Seller Guide and applicable documents for a significant portion of existing customers. In such cases, refurb reserves the right to take over the Seller's account, including all customer service operations and warranty claims. Upon such takeover, the Seller will no longer have access to the Seller Interface or the Customer Ticketing Tool.

11.2.2 Grounds for a Full Account Take Over include:

- Significant failure to provide adequate customer service, such as a substantial number of unanswered tickets in the Customer Ticketing Tool or prolonged non-fulfillment of the applicable Service Level requirements.
- Failure to fulfill refurb's contractual warranty obligations and other duties set out in the Seller Guide and applicable documents.
- Insolvency proceedings or business closure of the Seller's company.

11.3 Consequences and Cost Recovery

11.3.1 When a Single Case or a Full Account Take Over is initiated to assist the customer with claims against the Seller, refurb reserves the right to recover any costs incurred as a result of the Take Over. These costs may include, but are not limited to:

- Partial or full refunds of the purchase price;
- Costs for repairs and diagnostics performed by certified and refurbished-approved third-party repair service providers;
- Any necessary shipping or logistical costs.

11.3.2 The recovery of such costs will be carried out in one of the following ways:

- Invoicing/debit note: the respective amounts may be added to the Seller's regular invoice issued by refurbished and become payable in accordance with the agreed payment terms.
- Offset via Payment Service Provider (PSP) Balance: refurbished may directly refund the respective amounts to the customer from the Seller's available balance held with the relevant Payment Service Provider (e.g., amounts not yet disbursed or held as reserves).

11.3.3 The opening and repair of products from an involved certified and refurbished approved 3rd party repair shop during the Take Over does not affect the validity of the customer's warranty rights. (For more information, please refer to sections 3.8 and 3.9 of the Quality Charter for Consumer Electronics).

11.4 Ownership of Devices after a Full Account Take Over

11.4.1 In the event of a partial or full refund constituting a reversal of the purchase contract, ownership of the product reverts to the Seller, provided that the product in question has been successfully delivered to the Seller's delivery address previously indicated and approved by the Seller. The ownership of the product is automatically transferred to refurbished, if the Seller:

- has a negative monetary balance or a balance insufficient to cover future warranty claims.
- fails to provide the delivery address for returns upon request within 5 business days;
- the product could not be delivered to the specified address; or
- the product was not accepted.

11.5 Locked Devices and Returns (CE categories only)

11.5.1 In the event of a Single Case or a Full Account Take Over, the Seller acknowledges and accepts that refurbished may authorize product returns where customers provide proof that both the device-linked user account and any local security locks have been removed.

- Proof of device account removal is a screenshot showing that the device is no longer listed in the customer's account.
- Proof of local lock removal is a photo of the device displaying the factory-reset initial setup screen.
- If the device cannot be powered on or connected to the internet, a screenshot showing that a remote removal request has been initiated from the relevant account interface is sufficient.

11.5.2 Where local locks cannot be removed due to a technical defect, a Take Over refund may be authorised while the lock remains present. Removal of the lock by hard reset or equivalent method remains the Seller's responsibility.

12. Seller Guide Infringement

12.1 Penalties

12.1.1 In case of infringing any of the provisions and restrictions contained in this Seller Guide and its applicable documents, applicable laws, non-cooperation or intentional damage to the refurbished business, refurbished reserves the right to penalize, suspend, deactivate the Seller completely and/or terminate this Seller Guide without notice:

- Penalisation includes adjustments to the Seller Performance, such as point decrease in affected Seller Performance metrics, deduction of cooperation points and other penalties within the Seller Performance Rating, e.g. Tracking Link Inclusion Penalty.
- Suspension includes a (temporary) restriction on the sale of specific products, all products, or products in a particular refurbished market.
- Deactivation includes a permanent termination of sale on the refurbished marketplace and the Seller's accounts (i.e. Seller Interface, Customer Ticketing Tool).

12.2 Termination for Business and Operational Reasons

12.2.1 In addition to the right to suspend or terminate the business relationship due to violations of the provisions outlined in the Seller Guide, refurbished reserves the right to suspend or offboard the Seller's account under the following circumstances:

- Lack of sales activity: refurbished conducts regular monitoring of Seller activity on a weekly basis. If a Seller fails to generate sales over a defined period (30 days), a warning will be issued initiating a performance review process. Should there be no meaningful improvement within the designated alert period (i.e. 2 weeks), refurbished may proceed with account suspension and eventual offboarding.
- Underperformance during initial launch phase: newly onboarded Sellers are subject to close performance monitoring for an initial period of 45 to 60 days. If during this period the Seller fails to meet the expectations and targets outlined in the agreed-upon Launch Plan, Sales Forecast, Joint Business Plan (JBP), or other relevant onboarding documentation, or fails to comply with required quality standards, refurbished may terminate the partnership and offboard the Seller.
- Deterioration of credit standing: in cases where a Seller's internal credit score declines to 400 or above, refurbished will evaluate the financial risks associated with immediate offboarding. Due to the potential for delayed warranty and refund obligations following the cessation of sales, refurbished may opt to keep the account active if the Seller is not undergoing liquidation or demonstrates a clear intent to continue business. In such cases, a soft offboarding process may be initiated. This phased approach is supported by a Sales Quota Program and aims to ensure customer service continuity and the accumulation of reserve funds in the payment service provider account to cover

outstanding refund liabilities. The applicable SOP (Standard Operating Procedure) governs the conditions and activation of this soft offboarding mode.

12.3 Obligations after Termination

12.3.1 If the Seller is suspended or this Seller Guide is terminated (also applicable to termination according to section 14) the Seller must continue to support all open warranty cases or customer service requests as long as contractually and legally provided for. refurbished reserves the right to enforce financial penalties and may take legal action against any Seller that refuses to do so. refurbished also reserves the right to take over customer service and charge open or incurring statutory warranty and contractual Seller warranty cases directly to the Seller. For more information regarding the Take Over, please refer to Chapter 11.

13. Liability and Indemnification

13.1 refurbished acts solely as an intermediary platform. The Seller is the contracting party towards the customer and bears sole responsibility for all obligations arising from the sale, including product quality, accuracy of information, delivery, and compliance with applicable consumer rights.

13.2 The Seller is liable to refurbished and must indemnify and hold refurbished harmless on first demand from all third-party claims (including reasonable legal fees and costs of defense), for any damages, costs, expenses, fines, or penalties arising from the Seller's acts or omissions on the refurbished marketplace, in particular from:

- any breach by the Seller of applicable statutory law, including consumer protection, product safety, product liability and product compliance, data protection, tax, competition, platform regulation, environmental, and labour and human rights law;
- any breach by the Seller of its obligations under this Seller Guide and the documents referenced herein; and
- any breach by the Seller of its obligations towards customers, to the extent such breach results in financial detriment, costs, claims, or other liabilities of refurbished.

13.3 refurbished is liable to the Seller for damages caused by intent or gross negligence in relation to this Seller Guide. Liability for slight negligence, and for indirect or consequential damages, loss of profit, loss of data, or pure economic loss, is excluded.

14. Term, Termination and Amendment

14.1 Effective Date and Termination

14.1.1 The Seller Guide becomes effective upon the Seller's first product offer being made available for sale on the refurbished marketplace, or after 30 days if the Seller has not objected to amendments pursuant to section 14.3 of this Seller Guide.

14.1.2 The Seller Guide is concluded for an indefinite period and may be terminated by either party with three months' written notice at the end of a calendar month.

14.2 Termination for Cause

14.2.1 Either party may terminate the Seller Guide with immediate effect by written notice in the following circumstances:

- material breach of the Seller Guide by the other party; or
- initiation of insolvency proceedings against the other party, or dismissal of an insolvency petition due to insufficient assets.

14.3 Amendment

14.3.1 refurbished reserves the right to amend the Seller Guide, the Quality Charter and its Annexes at any time. The Seller will be notified of any amendments at least 30 days before they take effect. Upon notification, the Seller may terminate the Seller Guide in writing before the effective date. If the Seller does not exercise this right, the amendments are deemed accepted from the effective date and apply to all existing offers on the refurbished marketplace.

15. Data

15.1 refurbished's Access to Marketplace Data

15.1.1 To provide services on the refurbished marketplace, refurbished receives and generates personal data and other data from Sellers and refurbished customers. refurbished has access to all data provided or generated on the refurbished marketplace (or any tool connected to it) by refurbished customers and Sellers, with the exception of payment information provided during checkout, which is exclusively handled by refurbished's payment service providers as outlined in section 9.4 of this document. This includes the Seller's communications with refurbished customers.

15.2 Seller's Access to Marketplace Data

15.2.1 refurbished provides the Seller with access to data, subject to this Seller Guide and all other agreements with the Seller.

15.2.2 refurbished provides the Seller with access to all data necessary for the Seller to sell its products to refurbished customers (such as orders, names, and addresses), and to service the Seller's ongoing obligations, such as active warranty cases, towards its customers.

15.2.3 refurbished provides the Seller with all necessary access points to receive data provided by or generated by refurbished customers and/or the Seller, including in particular the refurbished Seller Interface and the Customer Ticketing Tool.

15.2.4 refurbished may receive or generate additional data during the provision of services that is not necessary for the fulfilment of the Seller's obligations towards its customers (e.g. for fraud prevention, cybersecurity, internal analytics, or service improvements). refurbished is not obligated to give the Seller access to this data, and if refurbished shares this data, it does so at its full discretion.

15.3 Seller's Access to Aggregated Data

15.3.1 refurbished provides the Seller with aggregated data relevant to the Seller's performance on the refurbished marketplace in the Seller Interface, including metrics such as sales volume, product quality, customer satisfaction, shipping/delivery, and customer service quality.

15.3.2 The Seller does not have access to data of other Sellers unless expressly permitted.

15.3.3 refurbished may share additional aggregated data with the Seller at its own discretion, including through its regular Seller newsletter.

15.4 Data Transfer to Third Parties

15.4.1 The Seller acknowledges that refurbished may share personal and other data with other companies of the refurbished Group and carefully selected third parties for purposes such as payment processing, fraud prevention, logistics, debt recovery, IT infrastructure and hosting, data storage and analysis, communications, monitoring conversations and marketing services.

15.4.2 refurbished may also share Seller data (such as Seller name and location) with carefully selected third parties for the purposes of reviewing and certifying refurbished's quality and sustainability efforts.

15.4.3 All such third parties act on refurbished's instructions and are subject to stringent security and confidentiality obligations. The Seller acknowledges that this transfer of data is necessary for refurbished to provide marketplace services.

15.5 Personal Data

15.5.1 Any personal data processed in connection with acting as a Seller on the refurbished marketplace is subject to the Joint Controller Agreement in Annex 3 that forms an integral part of this Seller Guide, as well as refurbished's privacy policies available on the refurbished website.

15.6 Obligations under the Data Act

15.6.1 Under the European Data Act, the Seller is obliged to ensure that data generated through the use of connected products or related services is made accessible to entitled users and third parties in a fair, transparent, secure, and non-discriminatory manner, in compliance with data protection and trade secret safeguards.

16. P2B Information and Complaint Management

16.1 Services included for all Sellers

16.1.1 Intermediary services: refurbished offers the Seller access to its marketplace, enabling the Seller to list products for sale.

16.1.2 Payment services: refurbished has integrated several payment options via the Payment Service Providers Stripe and PayPal, which vary depending on consumer behaviour in the respective market.

16.1.3 Integrations and API: the Seller may use refurbished's API to connect its systems with refurbished for offer and order management.

16.2 Optional services

16.2.1 Trade-In Program: the Seller may choose to participate in the refurbished Trade-In Program, which allows customers to sell their used smartphones. This program is open to all CESellers on the refurbished marketplace (subject to a positive credit check) and operates under its own [Terms and Conditions](#). refurbished reserves the right to expand the Trade-In Program to other categories.

16.2.2 Shipping: refurbished offers Shipping Services to all Sellers, under which the Seller may purchase carrier rates through refurbished's existing carrier agreements.

16.3 Other distribution channels and programs

16.3.1 Co-financed marketing: refurbished offers co-financed marketing initiatives for Sellers in eligible categories. Participation depends on refurbished's internal resources, operational capacity, and strategic objectives.

16.3.2 Discount Code Program: refurbished engages in collaborative discount codes with eligible Sellers to jointly fund promotional offers. The Seller is not required to make any additional payments for these discount codes; associated costs are covered by refurbished as part of the joint marketing initiative. Participation depends on refurbished's internal resources, operational capacity, and strategic objectives.

16.3.3 refurbished Business Program: refurbished offers a B2B program connecting businesses and facilitating business-to-business sales for large volumes. The program is accessible to all Sellers currently active on the refurbished marketplace.

16.4 Ancillary services

16.4.1 refurbished provides additional services through its affiliated companies. Refurbed Direct GmbH ("refurbed Direct") operates as a seller of accessories on the refurbished marketplace, while Refurbed Plus GmbH ("refurbed Plus") acts as an insurance broker offering complementary services (insurance and extended warranty) to customers. Sellers must not offer extended warranty or insurance services on the refurbished marketplace.

16.5 Seller Complaints

16.5.1 Sellers have the right to an effective complaint management process. Sellers have access to refurbished's free and easily accessible complaint-handling system via complaint.management@refurbed.com. This email address and process will also be made publicly available on the Seller Information Page.

16.5.2 The Seller may report any issues, complaints, or questions in connection with transparency or the marketplace via complaint.management@refurbed.com, including:

- alleged non-compliance by refurbished with obligations under Regulation (EU) 2019/1150 (P2B Regulation) that affects the Seller;
- technical issues directly related to the marketplace; and
- measures taken by refurbished directly related to the marketplace that affect the Seller.

16.5.3 refurbished will carefully review and, where necessary, further handle submitted complaints to achieve an appropriate resolution, and will process complaints promptly and effectively, taking into account the significance and complexity of the issue. refurbished will inform the Seller by email within a reasonable period and in any event no later than 14 days of any measures or resolutions taken.

16.6 Mediation

16.6.1 For complaints that could not be resolved through the internal complaint-handling system, either the Seller or refurbished may initiate mediation with the Centre for Effective Dispute Resolution ("CEDR"; see [mediation website](#) and [application form](#)).

16.6.2 Any party wishing to initiate mediation must fill out the application form and send a copy to the other party (for refurbished: complaint.management@refurbed.com; for the Seller: account manager and/or managing director). The mediation will take place in English via video conference.

16.6.3 The parties mutually agree on the respective mediator; CEDR may recommend 3 candidates. If the parties cannot agree, CEDR appoints the most suitable mediator.

16.6.4 The parties agree to keep both the mediation and its content confidential. Mediation costs will be split between the parties on a reasonable basis, as determined by the mediator.

17. General Obligations and Provisions

17.1 The Seller must notify refurbish without undue delay, and no later than two weeks after any material change in its economic or legal status (in particular change of legal form, ownership, or potential insolvency), in writing or by email to seller@refurbish.com and finance@refurbish.com.

17.2 The Seller must comply with all laws and regulations applicable to its activities on the refurbish marketplace and in each jurisdiction in which the refurbish marketplace operates or to which products are shipped, and must promptly adapt to any changes or updates in such laws. This includes consumer protection, product safety and compliance, data protection, tax, competition, platform regulation, environmental, and labour and human rights law (including the prohibition of child, forced, and trafficked labour, extending to subsidiaries, affiliates, subcontractors, and sub-tier sellers). The Seller must in particular ensure that customers are duly informed of their statutory right of withdrawal and return in accordance with Directive 2011/83/EU and respective local implementing provisions.

17.3 The Seller warrants that all products offered on the refurbish marketplace comply with applicable EU law, including the General Product Safety Regulation (Regulation (EU) 2023/988), the Batteries Regulation (Regulation (EU) 2023/1542), and EU energy labelling rules (Regulation (EU) 2017/1369), and that it provides accurate, complete, and up-to-date EPREL registration numbers and all other required product information. The Seller hereby self-certifies its compliance pursuant to Article 30(1)(e) of the Digital Services Act, and refurbish is entitled to display the Seller's self-certification on the refurbish marketplace.

17.4. The Seller must fully cooperate with refurbish and any competent authority, regulator, or third party in connection with any investigation, audit, inquiry, claim, or compliance matter relating to this Seller Guide. Such cooperation includes promptly providing all reasonably requested information, documents, records, and personnel. The Seller must also promptly notify refurbish in writing of any communication, notice, or request received from any authority or third party that may affect or relate to the Seller's obligations under this Seller Guide.

17.5 The Seller accepts that localised refurbish Terms & Conditions and the refurbish marketplace warranty policy apply for each refurbish market and may differ depending on local legislation. These are published on the relevant country domain and made available on the Seller Information Page.

17.6 All information, data, documents, business and trade secrets, know-how, and other materials disclosed to the Seller in the course of the business relationship with refurbish are strictly confidential. Excluded are materials that are already generally publicly known or expressly designated by refurbish as non-confidential. The Seller is not allowed to use confidential information for purposes outside the scope of this Seller Guide or disclose it to third parties without refurbish's prior authorisation. The confidentiality obligation survives termination of this Seller Guide.

17.7 The Seller grants refurbish a royalty-free, non-exclusive, worldwide, and transferable licence to use the Seller's company logos and product presentations for the purpose of advertising the products on the refurbish marketplace and other advertising channels, and to adapt or modify such materials to enhance their presentation. The Seller warrants that it holds all rights necessary to grant this licence. The license will expire 3 months after termination of this Seller Guide. Liability for breach of this warranty, including for third-party claims arising from unauthorised use or infringement, is governed by Chapter 13.

17.8 If any provision of this Seller Guide is or becomes invalid or unenforceable, the validity of the remaining provisions shall not be affected.

17.9 The Seller Guide, its Annexes, and the Quality Charter are subject to the law of the Republic of Austria, excluding its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive legal venue for all disputes arising from or in connection with the Seller Guide is the Commercial Court of Vienna.

18. Links Referenced in the Seller Guide and Seller Information

Links to documents referenced in the Seller Guide:

- [Terms and Conditions of the Trade-In Program](#)
- [Seller Application Form](#)
- [EPR \(Extended Producer Responsibility\) Infobase](#)
- [Customer Ticketing Tool — Agreements and Terms](#)
- [Customer Ticketing Tool — Policies and Guidelines](#)
- Localised refurbished marketplace [warranty policy](#) as applicable to the respective country domain
- Localised [Terms and Conditions](#) as applicable to the respective country domain
- [Klarna Shipping Policy](#)
- [PayPal Seller Protection Requirements](#)
- CEDR [mediation website](#)
- CEDR [application form](#)
- [refurbed's Tone of Voice Standards and Communication Guidelines](#)
- [Packaging Guide](#)
- [Shipping Guide](#)

Further information for Sellers:

- [Seller Information Page](#)
- [refurbed FAQs](#)
- [Seller Interface Guide](#)
- [Seller Infobase](#)

19. Signing

Hereby Refurbed Marketplace GmbH ("**refurbed**") and the below Seller agree that the following documents form an integral part of the contract: (1.) refurbished Seller Guide; (2.) refurbished Quality Charter for Consumer Electronics and, if applicable, the Quality Charter for Non-CE Categories; (3.) the Annexes; (4.) the localised refurbished Terms & Conditions; (5.) the Joint Controller Agreement; (6.) the localised refurbished marketplace warranty policy and FAQs; as well as all other information contained on the refurbished marketplace.

Company Information Seller:

Role:

Company:

*This document must be signed by an authorized representative of the Seller's company before onboarding.

Company Information refurbished:

Refurbed Marketplace GmbH

Jakov-Lind-Straße7
1020

Annex 1 Auto Return Label Program

This Annex 1 (the “**Auto Return Label Program**”) forms an integral part of the refurbished Seller Guide and applies in conjunction with **Section 7 (Return Process)**. All other provisions of the Seller Guide shall remain unchanged.

1. Scope and Mandatory Participation

1.1 refurbished operates an automated return label program to enable standardized and trackable customer returns.

1.2 The Auto Return Label Program applies to eligible return requests submitted by customers within thirty-five (35) calendar days from the purchase date.

1.3 Participation in the Auto Return Label Program is mandatory for all Sellers for all return requests falling within the scope of this Annex.

1.4 Certain return lanes, product categories, or seller setups may be temporarily excluded from mandating. Such exclusions will be defined and communicated by refurbished [here](#) and may be updated over time.

2. Carrier Agreements

2.1 Return shipments are handled either:

- through carriers commissioned by refurbished under separate carrier agreements, under which Sellers benefit from negotiated rates (“**refurbished Carrier Agreements**”), or
- through carrier agreements entered into by the Seller and integrated by refurbished into the Auto Return Label Program (“**Seller Carrier Agreements**”).

2.2 Seller Carrier Agreements may only be used with refurbished’s prior approval and apply solely between the Seller and the respective carrier.

2.3 In the absence of an approved Seller Carrier Agreement, the refurbished Carrier Agreement shall apply by default.

3. Automated Return Labels

3.1 refurbished provides an API-based system for the automatic creation of return shipping labels, which are made available to customers via the refurbished platform.

3.2 Return requests may include return-relevant instructions provided by refurbished, including packaging requirements, dispatch deadlines, data reset instructions, and indicative refund timelines.

4. Seller Obligations

4.1 The Seller shall provide and maintain a valid return address via the Seller Interface or Seller API.

4.2 Where refurbished Carrier Agreements are used, the Seller authorizes refurbished to operate carrier accounts on the Seller's behalf for return shipments.

4.3 The Seller shall process returns and handle all return-related customer interactions in compliance with the Seller Guide.

5. Disputes, Liability and Claims

5.1 For return shipments handled under a refurbished Carrier Agreement, refurbished's liability in connection with loss, damage or empty parcels is limited to accepted claims by the carrier and relates exclusively to products sold on the refurbished marketplace.

5.2 The Seller shall comply with the applicable carrier terms and conditions, including the [DHL Terms and Conditions of Carriage](#), as amended from time to time, and refurbished's liability shall be limited in accordance with such carrier terms and conditions.

5.3 refurbished shall not be liable for any carrier claim that is rejected due to late, incomplete, or insufficient documentation submitted by the Seller.

5.4 Liability Cap: refurbished's liability per claim accepted by the carrier is capped at EUR 500 per shipment.

5.5 Seller Carrier Agreements: For return shipments handled under a Seller Carrier Agreement, the Seller remains solely responsible for all transport-related claims, losses, or damages. refurbished assumes no liability for transport, delivery, delay, loss, damage, or non-performance and the likes.

6. Pricing and Surcharges

The Seller shall bear all return shipping costs incurred under the Auto Return Label Program. Return shipping costs shall be charged per return label actually used.

6.1 Base return shipping rates are determined in accordance with the applicable carrier rate schedules, as published by refurbished from time to time (currently available at: [here](#)).

6.2 In addition to the base return shipping rates, all return shipments are subject to a mandatory fuel surcharge, in accordance with the carrier's publicly available surcharge framework (currently available at: [here](#)).

6.3 Additional carrier surcharges may apply in exceptional cases only (for example, remote area pickup), in accordance with the carrier's publicly available surcharge framework (currently available at: [here](#)).

6.4 Carrier rates and surcharges may be amended by the carrier from time to time. Any such amendments shall apply automatically to return shipments processed under the Auto Return Label Program.

7. Invoicing

7.1 Where refurbished Carrier Agreements are used, all applicable return shipping costs and surcharges shall be invoiced to the Seller monthly.

Annex 2 Commission and Pricing

1. Base commission rates

The following base commissions apply on the gross selling price (GMV) for each sale on the refurbished marketplace:

Main Category	Category	Sub-category	Base Commission
Consumer Electronics	Smartphones		9.5%
	Tablets		9%
	Laptops, PCs, monitors & desktops	Including 2-in-1 laptop convertibles	10.5%
	MacBooks & iMacs		10%
	Audio	E.g. headphones, speakers, musical instruments, headsets	10%
	Wearables	E.g. smartwatches, fitness trackers	11%
	Cameras	E.g. cameras, video cameras, VR headsets	13%
	Gaming	E.g. consoles, gaming set-ups	12%
	CE Other	E.g. printers, scanners, GPS, drones	15%
	Apple Accessories		15%
	Non-Apple Accessories	Accessories for all non-Apple smartphones, laptops, smartwatches, tablets, consoles, and other accessories	18%
Home & Garden	Small Domestic Appliances (SDA)	E.g. coffee machines, vacuum cleaners, blenders, air purifiers, fans, TVs, hair dryers, beauty devices, heaters, projectors	12%
	Major Domestic Appliances (MDA)	E.g. washing machines, dryers, dishwashers, stoves, fridges, air conditioners	8%

	Home& Garden Accessories		25%
	Power Tools & Garden equipment		12%
Sports	General sports equipment		14%
	Heavy and/or bulky sports equipment	Products which, when packaged, have at least one side 100cm or longer and/or weigh 25kg or over	12%
	E-Bikes & Kids' bikes		7%
	Bikes & E-Scooters		10%
	Gym equipment		8%
	Winter sport		12%
	Golf clubs		10%
	Sports accessories		25%
Kids' Equipment	Strollers & buggies		15%
	All remaining categories		15%

2. Payment commission

In addition to the base commission, a payment commission of 1.5% applies to all Consumer Electronics sales.

3. Smart Pricing

To increase the effectiveness of the refurbished marketplace for customers and Sellers, refurbished uses an auction mechanism which also includes a dynamic element (Smart Pricing). Sellers set their sales prices (offer price and, as the case may be, minimum price) freely and autonomously. In a first step, refurbished generally finds and ranks the best offer in terms of price and quality for each customer in each individual case. In a second step, [for Consumer Electronics products only,] refurbished may use external data (such as publicly available prices on third-party websites; recommended sales prices, if provided by OEMs) and click-data collected on the refurbished website to add a dynamic surcharge (Smart Pricing) for a certain

product on a case-by-case basis. Smart Pricing covers parts of the Seller's costs of using the refurbished marketplace as well as marketing; it is paid by the customer on behalf of you and retained by refurbished.

4. Launch year commission [Kids only]

4.1 As the Kids' Equipment category launches, the following promotional commission rates will apply until (including) June 30, 2027:

- Kids' bikes: 7%
- Strollers & buggies: 9%
- Car seats, vehicles, highchairs, kids' beds: 10%
- All other toys and Kids' subcategories: 12%

4.2 After this promotional period, the standard commission rates as set out in Section 1 of this Annex 2 applies.

Annex 3 Agreement on the Joint Processing of Personal Data pursuant to Art. 26 GDPR

Refurbed Marketplace GmbH

“Data Controller 1”

and

the Seller

“Data Controller 2”

1. Subject of the Agreement

1.1 This Agreement determines the rights and duties of the two Data Controllers (hereinafter also referred to as “Parties”) with regard to the joint processing of personal data. This Agreement shall apply to all activities of the Parties’ employees or the Parties’ contracted data processors involving the processing of personal data. The Parties have jointly determined the means and purposes of the processing activities, which are described in more detail hereinbelow. To this end, they are joint data controllers in the definition of Art. 4 no. 7 GDPR.

2. Definitions

2.1 The following definitions according to Art. 4 GDPR apply:

- Third Country: A country located outside of the EU/EEA.
- Main Agreement: Contract (usually, a contract for work and services) in which all details of the processing are described. (4) Subcontractors: Service providers hired by the contractor, whose services and/or works the contractor requires for the performance of the services to the client that are described in this contract.
- Processing: Any operation or set of operations, which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

3. Description of the Processing

- 3.1** The purpose, kind and scope of the processing of personal data are defined in the Main Agreement concluded between the Parties and the contractual provisions included additionally in this regard if applicable.
- 3.2** The services to be performed by each Party are described in the Main Contract.
- 3.3** The purposes of the jointly performed processing are:
- Customer acquisition
 - Customer data management
 - Shipment of the object of the contract
 - Issuance of the invoice
 - Assurance of the contractually agreed guarantee
- 3.4** Objects of the processing of personal data are the following data types/categories
- Personnel master data (e.g. first name, last name)
 - Contact details/communication data (e.g. telephone number, email address)
 - Contract master data (contractual relationship, interest in products or contracts)
 - Customer history
 - Contract billing and payment data

4. Period of the Contract

- 4.1** The period of this Agreement shall be dependent on the term of the Seller Guide (hereinafter referred to as the "Main Contract") unless stated otherwise in the provisions of this Agreement.
- 4.2** The right of termination without notice for good cause remains unaffected thereof.
- 4.3** Terminations require the written form for validity.

5. Right of special termination

- 5.1** Both Parties can terminate the Main Contract and this Agreement at any time and without observation of a notice period ("Extraordinary Termination") in case of a serious violation of the data protection regulations or provisions of this Agreement by the other Party. A serious breach is given in particular if a Party fails or has failed to a significant extent to fulfil the duties defined under this Agreement, especially the agreed technical and organisational measures.
- 5.2** In case of insignificant breaches by one of the Parties, the other Party shall set an appropriate period for remedy. If the breach is not remedied within due time, the other Party shall have a right to extraordinary termination.
- 5.3** In the event of an extraordinary termination, the Party having fault for the termination shall refund all costs to the other Party, which are incurred due to the early termination of the Main Agreement or this contract.

6. Responsibilities

- 6.1** Each Party warrants compliance with legal regulations in particular as relates to the legitimacy of the data processing carried out by them. However, both Parties shall be equally responsible for the legitimacy of the joint processing.
- 6.2** The Parties shall take all required technical and organisational measures so that the rights of the data subjects, in particular, pursuant to Chapter III GDPR, can be or are assured within the legally prescribed periods.
- 6.3** The registered office of Data Controller 1 shall be deemed its headquarters and a reference for the determination of the competent supervisory authority.

7. Warranty for the rights of data subjects

- 7.1** Data Controller 1 undertakes to provide the obligatory information pursuant to Art. 13 and Art. 14 GDPR to the data subjects.
- 7.2** Data Controller 1 undertakes to make the information to which they are eligible in accordance with Art. 15 GDPR available to data subjects on their request.
- 7.3** The data to be processed within scope of this Agreement shall be corrected, deleted or blocked solely in accordance with the contractual agreement concluded.
- 7.4** Data Controller 1 undertakes to process requests from data subjects for the correction of their data in accordance with Art. 16 GDPR.
- 7.5** Data Controller 1 undertakes to process requests by data subjects pursuant to Art. 17, Art. 18 GDPR for the deletion or restriction of the data and inform the data subjects thereof pursuant to Art. 19 GDPR.
- 7.6** Data Controller 1 undertakes to process the requests from data subjects according to Art. 20 GDPR to be given the data that they have made available to one of the Data Controllers and to make the data available in a common and machine-readable format.
- 7.7** Data Controller 1 undertakes to process objections of data subjects in accordance with Art. 21 GDPR. Data Controller 1 shall then cease the processing of the personal data, unless it can prove compelling reasons for the processing, which qualify for protection and override the interests, rights and freedoms of the data subject, or if the processing serves the purpose of asserting, exercising or defending against legal claims. In this case, the reasons shall be documented in detail.
- 7.8** Data Controller 1 shall act as a point of contact for the data subject.
- 7.9** Data Controller 2 undertakes to support Data Controller 1 in the assurance of the rights of data subjects (paras. 1 to 8) to the best of its efforts.

8. Provision of data according to Art. 26 (2) GDPR

- 8.1** Data Controller 1 undertakes to make the obligatory information pursuant to Art. 26 (2) GDPR available to the data subjects. Thus, Data Controller 1 also has to make the essential parts of this Agreement available to the data subjects in a transparent manner. This also includes the information about the actual functions and relationships of the joint data controllers, in particular also relations with the data subjects.

9. Functions of the processing

9.1 Data Controller 1 is responsible for the processing:

- Gathering of customer data
- Management of customer requests
- Handling of complaints
- e. Transmission of the customer data to Data Controller 2 for shipment and warranty claims, as well as guarantee

9.2 Data Controller 2 is responsible for the processing:

- Transmission of the content of the contract
- Issuing the invoice
- Processing of the customer data transmitted by Data Controller 1 for
- guarantee/warranty conditions

10. Duties of Data Processing

10.1 General duties

- Both Parties must seek information promptly and complete extent if they discover any errors or irregularities with regard to data protection regulations in the check of the processing activities and/or results of the commissioning.
- If a data subject should contact one of the Parties directly for the purpose of exercising his/her rights as data subject, in particular, for correction and deletion of his/her data, this request shall be forwarded immediately to the other Party, irrespective of the duty to guarantee the rights of the data subject.
- Data Controller 1 shall maintain a record of processing activities in the definition of Art. 30 (1) GDPR.
- Both Parties are equally subject to the duties pursuant to Art. 33, Art. 34 GDPR to provide information to the supervisory authority and the data subjects, respectively, who are concerned in case of a breach of the protection of personal data.
- Both Parties are obligated to treat all business secrets and data security measures of the respective other Party as confidential of which they obtain knowledge in the course of the contractual relationship.
- Documentation, which serves as verification that the data processing is correct, shall be retained by each of the Parties, beyond the end of the contract, according to the respective retention periods.
- Each Party shall appoint a data protection officer. Should no statutory duty to make such an appointment apply, a point of contact with corresponding rights and duties shall be appointed. Any change of the data protection officer(s) or of the point of contact shall be reported to the other Party without delay.

10.2 Warranty of confidentiality

- The Parties bindingly declare that they have obligated all persons assigned with the data processing prior to commencing their activity for confidentiality and that these persons are subject to an appropriate legal confidentiality obligation.
- If any protected professional secrets are affected by the processing, the Parties bindingly declare that all persons assigned with the data processing have been obligated for confidentiality prior to commencing their activity. All persons assigned with the processing have been informed that the

confidentiality obligation will also stay in effect after the termination of their work and their leaving the company.

- In addition, all persons have been obligated regarding the duties to observe the Parties' business and trade secrets.

10.3 Warranty for the security of the processing

- Both Parties undertake to take the measures to arrange their company-internal organisation in their respective area of responsibility in such a way that it meets the special requirements for data protection. Each Party shall take the technical and organisational measures in fulfilment of the requirements of the corresponding data protection regulations so as to appropriately secure the data against abuse and loss.
- The technical and organisational measures are subject to technical progress and further development, and they shall be kept up to date wherever possible. To this end, each Party is permitted, alternatively, to implement verifiably adequate alternative measures. It must be assured at the same time that it is not fallen below the contractually agreed protection level. Significant changes shall be documented.

10.4 Correction, restriction of processing, deletion and the return of data media

During the period of validity of the Agreement, a Party shall delete or block the data at subject of the contract only in agreement with the respective other Party.

Data Controller 1 shall organise the destruction of data media and other materials in a manner verifiably in accordance with data protection regulations if this is to be done during the running processing.

11. Commissioned Data Processing

- 11.1** Each Party undertakes to conclude a contract pursuant to Art. 28 GDPR when hiring commissioned data processors.
- 11.2** The place where the contractually agreed data processing is performed shall be located exclusively within the Member States of the European Union or in another signatory state of the Treaty on the European Economic Area. Any relocation to a Third Country shall be permissible only if the special requirements of Art. 44 seqq. GDPR are fulfilled.
- 11.3** If commissioned data processors are contracted, the respective commissioned data processor must be obligated under a contract by the hiring Party to observe the duties arising from this Agreement.
- 11.4** Each data processor must assure that the duties arising from this Agreement will also be fulfilled by subcontractors if subcontractors are hired.

12. Reporting duties in the case of data breaches

- 12.1** The Parties shall inform each other of any breaches of the security of personal data. Also reasoned cases of suspicion in this regard shall be reported. The notification shall be sent at the latest within 24 hours from taking notice of the relevant event to an address informed of by the other party. The notification shall include a description of the nature of the infringement on the protection of the personal data.
- 12.2** It shall likewise be reported immediately if significant disruptions of the processing of the orders and violations by the Party or its employees of the provisions of data protection regulations or the terms agreed in this contract occur.

12.3 The Parties shall inform each other immediately of any audits or measures by supervisory authorities or other third parties where these relate to the joint data processing.

13. Liability

13.1 Both Parties and, if applicable, any commissioned data processor shall be liable as joint and several debtors to the relevant data subject for any damages, Art. 82 GDPR, which are caused by processing not in accordance with the GDPR.

13.2 Insofar as the Parties are obligated to pay damage compensation to the data subject, it shall remain reserved for each Party to file recourse against the data processor.

13.3 In the internal relationship, each Party shall be liable to the other Party for the damages having been caused by the processing and which fall within its responsibility, Art. 82 (4) (5) GDPR.

13.4 In the internal relationship between the Parties and any potentially commissioned data processors, the data processor shall be liable for the damage caused by processing, whereas only if it

- has not fulfilled its duties specifically imposed on it by the GDPR, or
- has acted with disregard for the legitimately issued instructions of the client or if it has acted contrary to these instructions.

13.5 Further liability claim pursuant to the general laws remain unaffected.

14. Severability Clause

14.1 If individual provisions of this Agreement should be fully or partly invalid or impracticable or become invalid or impracticable in consequence of changes in the law after the conclusion of this Agreement, the remaining provisions of the contract and the validity of the contract on the whole shall remain unaffected.

14.2 Instead of the invalid or impracticable provision, such valid and practicable provision shall apply, which comes closest to the meaning and purpose of the void provision.

14.3 If the contract should prove to make omissions in provisions, such provisions shall be deemed agreed that are equivalent of the meaning and purpose of the contract and which would have been agreed if this aspect had been considered.

14.4 If there are several effective and practicable provisions, which can replace any invalid provision named under § 8 (1), the provision must be chosen, which assures the protection of the data of the data subjects in accordance with the meaning and purpose of this contract.

14.5 Austrian law applies including the GDPR.