

Supplier Guide Update 03/2024

Overview of changes compared to version 03/2023

Chapter 1 Onboarding	Clause 1.1. contains a more detailed description of onboarding process, including in particular: background/credit check Clause 2.2. Product Listing refurbished reserves the right to establish sales quotas specifying a maximum purchase limit for Supplier Account (Risk Measure) refurbished reserves the right to offboard low performing suppliers
Chapter 2 Supplier Criteria	Clause 2.3. 24 Month Statutory (Local Legal) Warranty (or longer) The wording changed to reflect that local legal warranty can be longer than 24 months depending on respective market (for example: Sweden: 36 months) Clause 2.4. Contractual Supplier Warranty (as announced in the Supplier Streaming event): Contractual Supplier Warranty (also known as platform warranty) is limited to 12 months (mandatory) Existing offers are automatically converted to 12-months warranty. Any contractual warranty periods longer than the initial 12 months will be offered by refurbished directly. Clause 2.5.5. Vacation policy In case of a planned company vacation for more than 5 business days, refurbished reserves the right to initiating a Take Over and charge the Supplier for the incurred costs. The Supplier acknowledges this financial responsibility and agrees to promptly notify refurbished (at least 2 weeks in advance).
Chapter 4 Order-Shipment Process & Packaging	Clause 4.3. Shipment Issues handling more precise process description of different shipment issues
Chapter 5 Invoice	Para 1: Supplier must issue an invoice <u>for every order</u>, which should be - shipped together with the product or - uploaded in the customer account or - sent to the customer via refurbished Ticket Interface. - In case a customer has not received an invoice and requests one at a later point, the Supplier must send such an invoice within 24 hours. Para 11: Invoice must not state any bank information from the Supplier to prevent erroneous payments. Para 12: Per default the VAT of the country of delivery is recorded, expected VAT is reported via EU-OSS system. We consider the EU-wide threshold of EUR 10,000 applies for the seller and therefore expected VAT is reported via EU-OSS system, by default the VAT of the country of delivery is recorded per order. It is in the Supplier's area of responsibility to fulfil all legal requirements. For any questions on this topic please contact your tax advisor.
Chapter 6 Payment Terms	Clause 6.1.: Update Base Commission for the following categories: Consumer Electronics: Smartphones & Tablets: 8.0% Laptops & PCs 9.5% Sports: E-Scooter: 10.0% E-Bikes and Kid's Bikes: 7.0%

	Gym Equipment: 12.0% Winter Sport: 12.0% Including Smartpricing Clause (previously Dynamic Pricing) as announced in the Supplier Streaming event Clause 6.1. para 7: To increase the effectiveness of the refurbished marketplace for customers and Suppliers, refurbished uses an auction mechanism which also includes a dynamic element (Smart Pricing). Suppliers set their sales prices (offer price and, as the case may be, minimum price) free 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 Supplier's costs of using the refurbished marketplace as well as marketing; it is paid by the customer on behalf of the Supplier and retained by refurbished. Clause 6.3., para 8: Supplier grants authorisation to refurbished 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 Supplier until the issue has been resolved (following new item points): Negative changes in Supplier's credit score; Low supplier performance score; Uncooperative behaviour.
Chapter 9 Liability and Indemnification	Further specification of liability, including now: Para 2: inaccurate or incomplete information and other details on the respective product listed in the product catalogue. Para 4: Material and legal defects on Supplier's products (especially product safety defects) and causal damages of Supplier's products on customer's properties. Para 8: Administrative penalties due to Supplier non-compliance with local laws in any of refurbished's markets; Copyright Levy
Chapter 10 Take Over	10.3. Ownership of Devices after Take Over: In the event of a partial or full refund constituting a reversal of the purchase contract, ownership of the product shall revert to the Supplier, provided that the product in question has been successfully delivered to the Supplier's delivery address previously indicated and approved by the Supplier. If the Supplier • fails to provide the delivery address upon request within 14 business days, or • the product could not be delivered to the specified address or • was not accepted, the ownership of the product shall be automatically transferred to refurbished.

Chapter 12
General Rules

Para 5:

The Supplier must immediately inform refurb of any misuse or any other unauthorized use of their Supplier account. Until receipt of such notification, any access and any action or use of services related to the Supplier's account will be attributed to the Supplier.

Para 6:

The Supplier must inform refurb immediately about any changes in their economic status (e.g. change of legal form, potential insolvency) and any changes to company data (e.g. company name, address), no later than two weeks after the respective change, in writing or by e-mail to the following addresses seller@refurbed.com and finance@refurbed.com.

Para 12:

Confidentiality Clause

Para 14:

Refurbed reserves the right to use company logos and product presentations for the purpose of advertising the Supplier's products on the refurbished marketplace.