

refurbed Seller Guide 2026/03



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1. Onboarding

1.1 refurbished's offer

1.1.1 Services included for all Sellers

1. **Intermediary Services for Sales on the refurbished marketplace:** refurbished offers you access to its marketplace, which enables you to list products for sale.
2. **Payment Services provided via refurbished's integrated Payment Service Providers:** refurbished has integrated several payment options via the Payment Service Providers Stripe and PayPal which vary depending on the consumer behavior of the respective market.
3. **Integrations and API:** You can use refurbished's API (HTTPS requests or Remote Procedure Calls (gRPC)) to connect your system with refurbished for offer and order management.

1.1.2 Optional Services for Sellers

1. **Trade-In Program:** You can choose to participate in the refurbished Trade-In Program which allows customers to sell their used smartphones. If the device meets the quality criteria, Refurbed Direct GmbH buys the device from the customers and resells it to the Seller, who has won the Trade-In bid. This program is open for participation to all Sellers on the refurbished marketplace (depending on 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.
2. **Shipping:** refurbished offers Shipping Services to all Sellers under which you can purchase rates for shipping carriers, taking advantage of refurbished's existing agreements with shipping carriers. The Shipping Services are open for participation to all Sellers on the refurbished marketplace.

1.1.3 Other Distribution Channels and Affiliate Programs

1. **Co-financed Marketing Opportunities:** refurbished offers co-financed marketing initiatives exclusively for Sellers in the Small and Domestic Appliances (SDA) and Sports category. All SDA and Sports Sellers are considered for participation. Participation depends on refurbished's internal resources, operational capacity and strategic objectives.
2. **Discount Code Program for SDA:** refurbished engages in collaborative discount codes with SDA Sellers to jointly fund promotional offers and enhance product visibility. You are not required to make any additional payments for these discount codes; the associated costs are covered by refurbished as part of the joint marketing initiative. This opportunity is presently available to all Sellers within the SDA category. Participation depends on refurbished's internal resources, operational capacity and strategic objectives.
3. Furthermore, refurbished offers the **refurbished Business program** connecting businesses and facilitating business to business (B2B) sales for large volumes. The program is accessible to all Sellers currently active on the refurbished marketplace, providing opportunities for expanded commercial partnerships.

1.1.4 Ancillary Services

refurbished provides additional services through its affiliated companies. Refurbed Direct GmbH ("refurbished Direct") operates as a Seller of accessories on the refurbished marketplace, while Refurbed Plus GmbH ("refurbished Plus") acts as an insurance broker, offering complementary services (refurbished plus insurance as

well as extended warranty) to enhance the user experience. In collaboration with a partner, Refurbed Plus GmbH offers extended warranty and insurance options for products. Sellers must not offer those services.

1.2 Registration and Onboarding

1. In order to begin the onboarding process with refurbished, you must fill out all required information in the application form: <https://Seller.refurbed.com/application/>
2. You must forward the necessary documentation needed to open a Seller account (e.g. company register excerpt, VAT identification number) to refurbished. You consent to refurbished conducting a Know Your Customer (KYC) process, entailing a background and credit check as well as to providing additional information for the purpose of evaluating your suitability and/or continuance for the business relationship. refurbished will also check and verify all documents submitted by you within and after the onboarding period. Both parties agree to comply with relevant laws and treat any information obtained through invoices and/or background and/or credit checks as confidential. refurbished will promptly communicate decisions based on the review.
3. During the onboarding process, you will be asked to provide information such as “shipping terms”, “imprint/about us”, “cancellation terms”, “withdrawal rights”, etc.
4. You must submit all mandatory Extended Producer Responsibility (“**EPR**”) numbers and documents for all respective countries that you ship to before selling on the refurbished marketplace. Please refer [here](#) for more information about EPR Compliance. Furthermore, you are required to sign up with a Producer Responsibility Organization (PRO) to ensure full compliance with your obligations under EPR regulations.
5. To prevent uncertainty for customers, your chosen and displayed Seller name must not be similar to the “refurbed” brand name. This includes short versions or slight modifications of the “refurbed” brand name. It is also forbidden to use URLs as displayed Seller names (e.g. “refurbish-store.com”). Furthermore, the displayed name must reflect a professional business name and may not consist solely of a first name or include excessive use of symbols, intentional misspellings, or informal/inappropriate language. refurbished reserves the right to request changes to the display name to ensure compliance with this requirement.
6. After verification is complete, your account will be created and you will be given the login information to access the refurbished Seller Interface where you can manage your refurbished business such as setting prices, updating stock data, accessing data insights, etc. If further verification information is required, you will directly see this information in the refurbished Seller Interface. You are obligated to keep the access data of your Seller account confidential and must not disclose it to any third party. You are liable for any loss or damage resulting from a breach of this obligation.
7. During the account setup, you must provide additional information and documents to the payment service providers “Stripe” and “PayPal” for Know Your Customer (KYC) verification (e.g. company register excerpt, bank statement, passport - comparable to the opening of a bank account). These documents must be forwarded to refurbished.
8. You must sign a direct debit mandate (“**SEPA Mandate**”) in the course of the onboarding process and confirm activation with your bank. More details regarding SEPA Mandate can be found in Section 6.3.2 Payment Terms.
9. You warrant that all information provided during the registration process is accurate and complete. You shall fully indemnify refurbished for any direct or indirect damage caused by non-fulfilment of the disclosure and information obligations in this section.

10. In the event of any changes to the submitted information the Seller is obligated to promptly and proactively notify refurb in writing and update the information. This obligation applies in particular - but is not limited - to changes in legal company data, VAT information, or bank account details. You shall be liable for any issues, delays or damages resulting from the failure to provide accurate or updated information in a timely manner. Such damages may include, but are not limited to, administrative fees, bank charges, penalties or VAT-related losses.
11. In any case, you shall have no right to sell products or services prior to the completion of the review of all documentation and matters of compliance by refurb, for which refurb shall have full discretion. In the event that refurb determines, at its sole discretion, not to onboard you during the onboarding process, both refurb and you acknowledge and agree that no precontractual guarantees or liabilities shall arise hereto.
12. refurb reserves the right to establish sales quotes for your Seller Account and specify a maximum sales limit. You will be notified in writing when your account approaches the established limit. If you exceed the designated limit, refurb may, at its discretion, take appropriate actions, including but not limited to adjusting future sales quota, (temporarily) suspending further orders, or renegotiating terms with you.

1.3 Product Listing

1. You must ensure that your offered products are created via the refurb Seller Interface either manually, via API or integrator and you are responsible for the complete accuracy of the content and pricing of your offer. The exact procedure for product creation can differ by category, therefore, please refer to the Quality Charter or respective Annex for more information.
2. All information must be up-to-date, legally compliant and complete at all times and supported by necessary or legally required documentation. In addition, you ensure that all information conforms to legal provisions applicable to any third-party rights, e.g. trademarks, copyrights or property rights.

2. Seller Criteria

You must fulfil the following criteria:

2.1 Company Location

You must have your business premises within the EU or European Free Trade Association (“EFTA”), hold a VAT certificate (certificate of the foreign tax authority that the company is registered for VAT purposes) and corresponding VAT number for the respective registered address. **refurbed** also reserves the right to request proof of the VAT payment. You must be able to ship to all relevant **refurbed** markets that you have selected to ship to.

2.2 30-day Right of Withdrawal

1. You must offer the customer a 30-day right of withdrawal, which starts on the day that the customer has received the correct product including all accessories. The customer must request a return of the product within the 30 days after receiving it and ship the product, including received accessories, within 14 days after receiving the return label (for more information, please refer to Chapter 7 Return Process).
2. If a product must be repaired or replaced within the 30-day period due to a defect, a new trial period of (at least) 14 days will start again from the day the repaired or replaced product arrives back with the customer.
3. The customer can return the product within the withdrawal period without stating any reason. The customer may choose between a full refund, replacement product or a repair. If it can be proven that the customer returned the product in a different condition than shipped initially by you, e.g. the customer damaged the product or used insufficient packaging for the return, you may deduct loss in value while processing the refund. You must provide a cost estimation or breakdown of the value loss upon request.
4. Since most purchases between Green Friday week (big sales week beginning on the last Friday of November) and the week before Christmas (24.12.) are Christmas presents, the right of withdrawal for these orders will be extended to (at least) the 15th of January of the following year. The extended right of withdrawal includes all orders which are purchased between Monday of Green Friday Week and the 1st of December. All orders from the 1st of December onwards will have the regular 30-day right of withdrawal period for the customer.

2.3 Statutory (Local Legal) Warranty: 24 months (or longer)

You must offer a 24-month (or longer depending on local law) statutory warranty (*Gesetzliche Gewährleistung*) for products in all European markets. Local statutory warranties apply irrespectively to the contractual Seller warranty specified below. The statutory warranty covers all defects already present during handover, therefore excluding regular wear and tear. Within the first year after delivery, the law presumes the defect already existed at handover. You must prove beyond doubt that the product was fault-free at handover and that the customer caused the damage. If you cannot prove this, you must repair, replace, reduce the price or refund. The customer can choose between repair or replacement. Only if one option is clearly impossible or unreasonably costly (which you must prove), you can limit the choice. If both are impossible: you must offer a price reduction for minor defects or a refund for major ones. After 12

months, the customer must prove the defect was your responsibility since the presumption no longer applies. Local warranty laws of the customer's country always apply.

2.4 Contractual Seller Warranty

You must offer a 12-month contractual warranty period (*Garantie*) but must not offer any warranty period longer than 12 months. Any longer contractual warranty periods than the initial 12 months will be offered by refurbished.

2.5 Inventory Management

All offers must be checked in real-time to ensure that there are no out-of-stock sales. This must be done through the refurbished marketplaces provided by or directly connected (via API or integrator) to the refurbished marketplace. If orders must be cancelled due to an out-of-stock case, you must inform the customer within 24 hours through the Zendesk Ticketing Tool on business days (i.e., Monday to Friday). For cancellations on a Saturday, a Sunday or on a bank holiday in your country, you must inform the customer within the following business day. For all cancellations caused by your fault, refurbished will keep the sales commissions of the cancelled order.

In case of reoccurring issues with inventory management for reasons within your control (e.g. out-of-stock or no info to the customer within 24 hours) refurbished reserves the right to suspend you from the refurbished marketplace.

2.6 Professional Customer Service

You must provide professional customer service, which takes care of all customer inquiries and issues. This must be done through the dedicated ticketing tool provided by refurbished in collaboration with Zendesk ("**Zendesk Ticketing Tool**"). The following sections define quality criteria to be observed when communicating with customers. For additional terms applicable to the use of the Zendesk Ticketing Tool, see section 2.7 for further details.

2.6.1 Customer Service through the Zendesk Ticketing Tool

All communications with refurbished customers must be handled through the Zendesk Ticketing Tool. It is not allowed to communicate or reach any agreements (e.g. pricing negotiations, offers to purchase the product without refurbished) with customers outside of the refurbished marketplace and channels. Furthermore, it is not allowed to send newsletters or any promotional emails to customers, invitations to any website or accounts, or to ask the customers to fill out surveys or write reviews for you. If a customer contacts you outside of the refurbished marketplace, you must inform the customer to use the Zendesk Ticketing Tool for all communication and that you are not allowed to respond to any requests outside of the refurbished marketplace. Any refund issued through the refurbished Seller interface without a corresponding ticket in the Zendesk Ticketing Tool will result in refurbished keeping the applicable commission; see section 6.1.5. and 6.1.6. for further details.

2.6.2 Customer Service in local language

You must provide a professional customer service in the language of the refurbished marketplace that the product is sold (i.e. sales in Germany – customer service in German; sales in Italy – customer service in

Italian), unless the customer starts to communicate in another language. In such case you should continue the conversation in this language (if possible) or reply in English.

2.6.3 Conversations with refurbished through the Zendesk Ticketing Tool

When you are communicating with refurbished through the dedicated channel in the Zendesk Ticketing Tool, you are allowed to communicate in English.

2.6.4 Response time to customer requests

The response time to all customer contacts must be within 24 hours on business days excluding bank holidays in your country. Automatic replies are generally prohibited. You are expected to personally engage with customers and offer a solution within the given timeframe. In exceptional cases, where the use of automatic replies is deemed necessary, e.g. in a period of increased demand during high season, you must seek prior approval from refurbished by contacting reporting@refurbed.com.

2.6.5 Vacation Policy

You are obligated to provide customer service on all business days, excluding national holidays and weekends. In the event of a planned company vacation, preventing you from accepting returns and offering warranty services for more than 3 business days, refurbished reserves the right to provide customers assistance by initiating a Take Over (see Chapter 10 Take Over) and charge you for the incurred costs. You acknowledge this financial responsibility and agree to promptly notify refurbished (at least 2 weeks in advance) of any such planned vacations to facilitate a smooth transition during the Take Over process.

2.6.6 Response Quality

You have to provide professional, customer-centric written customer support via the Zendesk Ticketing Tool in accordance with [refurbed'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. You 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 and with minimal effort for the customer.

refurbed may require immediate corrective action and may intervene in, or take over, customer communication in case of non-compliance and failure to meet communication guidelines. Examples include (non-exhaustive):

- i. failure to respond within the agreed response time;
- ii. 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);
- iii. communication that is unclear, unfriendly, or inconsistent with refurbished's Tone of Voice Standards and Communication Guidelines.

2.6.7 Proactive customer support

You must communicate proactively and inform the customer about the current/latest status of the case through the Zendesk Ticketing Tool (e.g. returned product received, repair or exchange of the product started, product on the way back to the customer). These actions will minimize contact requests by customers and can result in a better quality rating for you.

2.6.8 Use of Artificial Intelligence (AI)

You must notify refurb via reporting@refurb.com before using any AI solution for customer communications. It is your responsibility to ensure that the AI solution complies with this Seller Guide, including in particular section 2.6 as well as with all relevant regulations. refurb reserves the right to prohibit the use of the AI tool.

2.6.9 Customer service case turns into a legal case

If any of your customer service cases turn into a legal case (letter from attorney, consumer protection agency or court claim, etc.), refurb reserves the right to decide on a goodwill settlement of the case on your behalf, if necessary, in order to avoid lengthy and cost-intensive court proceedings for both refurb and you. In case of non-cooperation, Chapter 10 Take Over applies.

2.7 Zendesk Ticketing Tool Software Terms

refurb is collaborating with Zendesk Inc. ("Vendor") to enable communication with customers through the Zendesk Ticketing Tool via a software solution ("Software"). Without limiting the above quality criteria for professional customer service, the following applies for the usage of the Software:

1. You are obliged to access Zendesk only via sources (i.e. link) that have been provided to you by refurb directly.
2. You receive by default a number of pre-defined "seats", i.e. access to individual agent-based log-in accounts ("Agent Login") that are assigned to one individual per account. Each Agent Login must not be shared or used by more than one individual per account. Agent Logins may be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Software. refurb provides you with instructions on how to set up Agent Logins.
3. You hereby expressly agree to all terms and conditions, policies, guidelines and similar contractual documentation applicable to the use of the Software and as made available or distributed from time to time by refurb or by the Vendor, including on the Vendor's website, including in particular but not limited to the documentation available at the following links:

<https://www.zendesk.de/company/policies-and-guidelines/>
<https://www.zendesk.de/company/agreements-and-terms/>

4. You acknowledge that non-adherence or non-compliance by you or your associates may cause refurb to be in breach of the contract with the Vendor and that refurb may suffer damages as a result, including (but not limited to) additional fees or cancellation of contract. Chapter 9 (Liability and Indemnification) applies.
5. Sections 2.7.1-4. shall apply mutatis mutandis also to all terms and conditions, policies, guidelines and similar contractual documentations applicable to the use of third-party modules or add-ons, (and in particular to the use of the third-party application e.g. SweetHawk), when you are notified of them by refurb, the Vendor, the provider of the third-party application or by any other means.
6. You acknowledge that any violation of the provisions outlined in this section 2.7, failure to adhere to refurb's usage instructions for Zendesk or intentional misuse of Zendesk (e.g. modifying ticket topics without reason, non-compliance with refurb's policies) entitles refurb to impose penalties pursuant to Chapter 15 Term (Termination and Penalties).

3. Product Criteria

Every product offered by you must fulfil the following criteria:

3.1 Refurbished products and non-new products

If you list products on the refurbished marketplace which are refurbished, you must ensure that each item goes through a refurbishment and quality check process.

All products must have the same functionality as new products (except IP certifications) but may have visible signs of use. Each product must be assigned a grade indicative of its condition.

For a detailed overview of the grading which should be attached to each product please refer to the Quality Charter/Respective Annex.

3.2. Overstock

You may list overstock products on the refurbished marketplace. In order for a product to qualify as overstock you must confirm that the products listed are no longer actively produced by the original manufacturer. Additionally, you must confirm that these products are not being actively sold or marketed as “new” on your own direct-to-consumer channels (such as your web shop) or by the original manufacturing brand (e.g., the brand’s official website).

3.3 Product Presentation and Information

Every product must be fully functional and, in the configuration ordered (including type, size, colour, etc.) as well as matching the product description provided. You are responsible for overseeing your listed products, immediately correcting possible errors (e.g. product presentations, descriptions, pricing etc.) and informing refurbished immediately of such errors.

3.4 Legal Product Origin

It is not allowed to offer stolen, counterfeit, any other illegitimate or illegitimately procured products on the refurbished marketplace. If you are or have been made aware of having sold any counterfeit, defective or dangerous devices, it is mandatory to communicate such information to the respective account manager or reporting@refurbed.com.

3.5 Product Safety

Every product must be safe and certified for sale in the European Union and contain the physical Conformité Européenne marking (in short CE) on the product.

If you use spare parts, you must ensure that the spare parts are compatible for use in the product with regard to its conformity with all applicable EU product safety laws. This includes that the spare parts maintain the original function and safety of the product as intended by the manufacturer. As requested under the General Product Safety Regulation (GPSR) you must keep records of which spare parts you use. refurbished has the right to request these records at any point.

In accordance with GPSR, you are obligated to immediately cease the sale of any product deemed unsafe, notify the competent market surveillance authorities via the Safety Business Gateway, inform affected

consumers without delay and implement appropriate corrective measures, including withdrawal, recall, or repair, as necessary. Furthermore, you are required to provide us with the following information required under GPSR (before listing the product) via legal@refurbed.com:

- Product Category (based on available refurbished categories)
- Manufacturer Name
- Brand
- Manufacturer Address
- Manufacturer Contact
- EU Representative Name
- EU Contact
- EU Address
- Safety information Link
- Other warning and safety information (as provided by the original manufacturer)

4.Order-Shipment-Process & Packaging

4.1 Order-Shipment Process

1. Once an order is placed, refurbished sends an order-confirmation email to you with all required customer and order details.
2. You 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, you may instead provide the carrier name and tracking number. Third-party tracking services are not accepted. If only the carrier name and tracking number are provided, the carrier name must follow refurbished's standard format. The upload can be done in the refurbished Seller Interface (under order item details), via integrators or via refurbished API. The tracking link should be provided in the language of the refurbished marketplace on which the product is sold (i.e. for sales in Germany, tracking link in German).
3. You can decide the shipping price for all shipping destinations. Nevertheless, the shipping price displayed to the customer must be 0 (e.g. on Invoices). Shipping costs, as defined in the shipping profile by you, will be added to the displayed product price automatically. To ensure accurate calculation of estimated delivery dates, you are required to provide and maintain up-to-date shipping information. Your shipping profile must include, at a minimum, the following details:
 - **Shipping Costs:** All costs directly related to the delivery of an order. Shipping costs must be entered separately from the offer.
 - **Carrier:** The shipping provider for this lane.
 - **Service Type:** The shipping or delivery option offered by the carrier (e.g., standard, express).
 - **Origin Address:** The pickup location for the shipment (e.g. warehouse).
 - **Order Cut-Off Time:** The latest order time, based on the time zone of the Origin Address.
4. If any problems or delays occur, you must inform the customer through the Zendesk Ticketing Tool as quickly as possible to avoid any possible dissatisfaction.
5. For products that support cellular network connection in the categories Phones & Smartphones, Tablets, and Smartwatches, a valid International Mobile Equipment Identity (IMEI) must be provided to refurbished in the Seller Interface for every order item. For products for which no IMEI number exists, you must include the respective serial number.

More information regarding shipping time requirements can be found in the Quality Charter/respective Annex.

4.2 Packaging

1. refurbished encourages packaging made from recycled materials or, where the product is refurbished, to re-use original packaging (unless it has obvious signs of damage). If this is not feasible, the products should be shipped in neutral white or brown packages.
2. When packaging electronic products, products and accessories must not be in contact with each other or move around in the box during handling. Packaging must include protective material and be tamper-resistant, while excessive plastic packaging material must be avoided. Simple envelopes are not allowed as packaging.
3. For non-electronic products, you must make sure that singular items are not packed separately into plastic and that double packaging is avoided in general.

4. You must review the Packaging Guide before shipping and ensure full compliance for every parcel. Compliance may be audited, and non-conforming shipments may result in corrective measures or performance impacts according to Section 10 and 15.2.

4.2.1 Branding and Flyers

Any branding on the boxes must be agreed upon in writing by refurb prior to use. You must not include flyers, return notes, questionnaires, QR codes or other advertising material in the shipment packaging including but not limited to material that

- i. requests or encourages the provision of customer data (such as phone numbers or bank details),
- ii. requests or encourages customer reviews or feedback outside the refurb marketplace,
- iii. contains or refers to the your website or contact details (including email or postal address),
- iv. provides return instructions or documentation outside refurb's ticketing or returns process, or
- v. otherwise induces a customer to interact or transact outside the refurb marketplace,

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

4.2.2 Labelling

You ensure that packages containing dangerous goods are correctly labelled in compliance with applicable legal requirements. This includes, but is not limited to, ensuring that packages containing lithium batteries incorporated into devices bear the appropriate United Nations (UN) number.

4.3 Shipment Issues handling

All shipment-related customer questions are forwarded directly to you via the Zendesk Ticketing Tool. These are the most common cases of customer questions:

4.3.1 Shipment Delay

If a shipment is delayed, you must inform the customer about the precise delivery date and send the customer the Original Tracking Link to follow the shipment. For more information, please refer to the respective Quality Charter or Annex.

4.3.2 Shipment not received after successful delivery

If a customer states that they have not received the product, you must open an inquiry of finding the product and reconstructing the transport history of a given consignment (*Nachforschungsauftrag*).

To open such an inquiry the customer must provide the tracking-ID, which states that the shipment has been successfully delivered. The customer may be requested to provide the following documents:

- a personal affidavit (*Eidesstattliche Erklärung*),
- a photocopy of an ID-Card, and
- if the issue is identity theft, a criminal complaint (*Strafanzeige*).

The customer is not legally obliged to provide these documents.

After the start of the investigation, and when one of the reasons listed below establishing the customer's credibility applies, you must refund the customer within 72 hours (on business days) if:

- the inquiry revealed that delivery did not take place,

- the customer makes credible statements of the non-receipt (e.g. by providing a signed personal affidavit),
- no signature release has been given according to the carrier, or
- the proof of delivery has either not been signed or the signature is credibly not legit.

refurbed reserves the right to issue a Take Over in these situations (see Chapter 10 Take Over).

4.3.3 Product damaged during shipping (Seller to Customer)

If the product is damaged during shipping, you must open an inquiry to track and reconstruct the transport history of a given consignment (*Nachforschungsauftrag*) with the carrier to research the issue. To open the inquiry the customer will be asked to provide you with the following documents as soon as possible:

- photo of the product packaging,
- photo of the product damage, and
- photo of the shipping label, including the tracking ID.

If the customer has already disposed of the product packaging, you still bear the transport risk and will open a claim with the carrier. After the claim is opened with the carrier, the customer must return the damaged product to you.

Within 5 business days after receiving the returned product, you must offer the customer a replacement or a full refund, irrespective of an ongoing or unsuccessful claim against the carrier.

4.3.4 Product damaged due to inadequate packaging (Customer to Seller)

If the returned product arrives damaged at your premises, you must provide evidence that any damage sustained by the product was not caused by courier issues, but by inadequate packaging or handling by the customer. This can be provided by:

- photo of the external and internal product packaging,
- photo of the damaged product, and
- photo of the shipping label, including the tracking ID on the packaging received.

4.3.5 Lost Shipment (Seller to Customer)

If the product has never been delivered to the customer and this is confirmed in the tracking link, you must open an inquiry into finding and reconstructing the transport history of a given consignment (*Nachforschungsauftrag*) with the carrier to research the issue and offer the customer a full refund. A refund must be initiated if the tracking has not shown any updates on the shipment tracking days for 5 business days, regardless of the status of the investigation with the carrier.

If the product gets lost during shipment after the customer refused the delivery and the refusal is documented on the carrier's shipment tracking page, you must issue a refund without undue delay (within 5 business days).

4.3.6 Lost Shipment (Customer to Seller)

If the product has never been delivered to you but the customer can prove that the product was sent back to your premises by following the given instructions, you must open an inquiry of finding and reconstructing the transport history of a given consignment (*Nachforschungsauftrag*) with the carrier to research the issue and offer the customer a full refund in cases of the 30-day right of withdrawal and a (partial) refund in cases

of warranty. The refund must be issued within max. 10 business days from the day of shipment. The following can be considered as proof of posting:

- shipment receipt released by the carrier on the day of shipment, or
- tracking link of the return shipment proves that the product has been shipped.

4.3.7 Customer receives only the parcel, without the ordered product (Seller to Customer)

If a customer states that they have received the parcel without the ordered product, you must open an inquiry to find the product and reconstruct the transport history of a given consignment (*Nachforschungsauftrag*). To open the inquiry the customer must provide the tracking ID and may be asked to provide you with the following documents as soon as possible:

- photo of the product packaging,
- photo of the shipping label, including the tracking ID, and
- a personal affidavit (Eidesstattliche Erklärung).

If required in the respective case, the customer may be optionally asked to provide:

- a photocopy of an ID-Card, and
- if the issue is identity theft, a criminal complaint (*Strafanzeige*).

The customer is not legally obliged to provide these documents, but their refusal may be interpreted against the credibility of the customer in the respective case.

After the start of the investigation and provision of the requested documents establishing the customer's credibility, you must refund the customer within 72 hours on business days. refurbed reserves the right to issue a Take Over according to Chapter 10 in these situations.

4.3.8 You receive only the parcel, without the returned product (customer to Seller)

If you receive the parcel without the returned product, you must open an inquiry of finding the product and reconstructing the transport history of a given consignment (*Nachforschungsauftrag*). If the customer provides irrefutable evidence that the product was in the package at the moment of shipping (e.g. customer's affidavit and proof of shipment), you must offer the customer a solution within 7 business days, such as a full refund in case of 30-day right of withdrawal and (partial) refund or replacement device in case of warranty.

4.3.9 No drop-off point in customer's area

If your return label includes a carrier without a drop-off point within 10 km of the customer's shipping address, refurbed may request that you arrange a pick-up at the customer's location at your expense. Alternatively, refurbed may generate a return label on your behalf and expense. If neither option is available, the customer may instruct a local carrier at your expense. In the event of loss during a return by the customer's carrier, the customer is responsible for initiating an investigation with the carrier. In any case, if the customer provides proof that the product was returned to your premises, they are entitled to a full refund under the 30-day right of withdrawal or a (partial) refund in cases of warranty. The obligation to issue

a refund shall be determined on a case-by-case basis, taking into account the outcome of the investigation and circumstances of the return.

4.3.10 Inquiries in connection with the Auto Return Label Program

Where a refurbished Carrier Agreement is used, refurbished may initiate the carrier inquiry (Nachforschungsauftrag) on behalf of the Seller and, where applicable, reimburse the Seller in accordance with Section 5 of Annex 1 (Auto Return Label Program).

4.4 Express Shipping Option

refurbed reserves the right to require you to offer both standard and express shipping options to improve customer choice and delivery experience for certain categories. Any such requirement will be communicated at least 30 days in advance, including the applicable scope and implementation details before becoming mandatory.

5. Invoicing and Tax Compliance

5.1 Invoices

1. You must issue an Invoice to the customer for every order. The Invoice shall be uploaded via the Seller Interface or API no later than 24 hours after the purchase time, excluding weekends and public holidays, and in any event upon or before shipment. You must always check if the customer stated a different billing address than shipping address. In case a customer has not received any Invoice and requests one at a later point, you must provide such Invoice within 24 hours of the customer's request.
2. You must issue every Invoice in accordance with the local law. The following only represent a reference of what data the Invoice must typically contain:
 - your name and address;
 - name and billing address of the customer;
 - quantity and customary description of the products ordered;
 - order date;
 - price of each product and the applicable tax rate or, in the case of tax exemption, a reference to it;
 - the amount of tax due on the payment;
 - date of issue;
 - invoice number; your VAT identification number (UID number) and VAT number of the recipient if it is a B2B sale, and
 - if marginal tax is applied, a reference to this must be made.
3. The Invoice must not state any of your bank information to prevent double payments.
4. All Invoices for cellular connected devices must include the IMEI number. For products where there is no IMEI number available, the Invoice must include the respective serial number. For any warranty case in which you failed to provide the IMEI or serial-number and argue that the wrong product was returned, refurbished must decide in favor of the customer. Invoices must always contain a VAT number if a customer requests it (exception: specified in section 5.2.3 – “marginal products” and section 5.3.3 - “intra-community delivery”).
5. Per default, the VAT of the country of delivery is recorded per order. refurbished considers the EU-wide threshold of EUR 10,000 applies to you, and therefore, expected VAT is reported either via the EU-OSS system or through ongoing VAT filings (VAT advance return) in that country. You are responsible for fulfilling all applicable legal and tax requirements for both EU and non-EU transactions. This includes, for example, ensuring timely compliance with the EU VAT small business scheme by waiving any applicable small business exemption no later than the advance VAT return period in which cross-border distance selling first occurred. For any questions on this topic please contact your tax advisor. Find the actual distance selling EU VAT thresholds here (Source: European Commission).
6. For orders shipped to consumers in Portugal, the provided NIF (tax identification number) must be included on the corresponding Invoice.

5.2 Tax Compliance

1. You are solely responsible for your tax obligations and must observe both national regulations of your own country as well as those of the respective shipping countries. This includes compliance with applicable VAT, customs and import tax obligations. [refurbed](#) assumes no responsibility for this. All non-EU deliveries are assumed to be “unpaid and untaxed” (Incoterms: Delivered at Place, DAP).
2. Without limiting the above, you agree to cover and reimburse customers for any associated duties or custom fees related to shipping or returns.
3. If you want to offer marginally taxed products, you are obligated to inform your [refurbed](#) account manager before starting to sell on the [refurbed](#) marketplace and must flag these offers as “marginal” during the offer creation process. You must also maintain complete and accurate records related to the purchase and sale of marginal tax products.
4. If [refurbed](#) has reasonable grounds to suspect VAT fraud or material VAT non-compliance, you shall promptly (within [5–10] business days) 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), and failure to do so or evidence of non-compliance may result in suspension/withholding of payouts and/or termination.

5.3 Business Customers

1. You acknowledge and accept that [refurbed](#) allows business customers to purchase directly on the [refurbed](#) marketplace. You must inform your account manager if you wish to opt out of B2B sales before you start selling.
2. You must ensure the same Invoice requirements for business customers as for end customers (please refer to section 5.1.2).
3. For each business order request, [refurbed](#) validates the business customer’s VAT-IN (Value Added Tax Identification Number) through the Austrian taxation authority. If it is an “intra-community delivery”, the business customer pays the net price (exception: specified in 5.2.3 for marginal taxed products).
4. If the customer does not provide a valid VAT number, the customer will be assumed to be a non-business customer, or a threshold acquirer, and the place of delivery shall be assumed to be the customer’s country (destination country).
5. Your cooperation shall include, but is not limited to:
 - i. Promptly providing all documents, records, and information reasonably requested by [refurbed](#) or the relevant authorities, including Invoices, tax records, and any other documentation pertinent to the investigation.
 - ii. Ensuring that any personnel or representatives with relevant knowledge of the transactions or records in question are available to assist with inquiries or attend meetings as required by the authorities.
 - iii. Taking all reasonable steps to clarify and resolve any discrepancies, errors, or other issues identified during the investigation.
 - iv. You shall promptly inform [refurbed](#) in writing of any direct communication or notice received from tax authorities related to VAT matters arising from or connected to this Agreement.

6. Payment Terms

6.1 Commission

1. The sales commission consists of the base commission and the payment commission.
2. The base commissions on the gross selling price (GMV) for each sale on the refurbished marketplace are the following:

Main Categories	Categories	Sub-Categories	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 Accessoires		15%
	Non-Apple Accessoires	Accessories for all non-Apple smartphones, laptops, smartwatches, tablets, consoles and other accessories;	18%

Kitchen & Household	Small Domestic Appliances (SDA)	(E.g. coffee machines, vacuum cleaners, blenders, air purifiers, fans, TVs, VCRs, dog trackers, washing machines, house assist-echo, hair dryers, beauty devices, work tools, heaters, projectors)	12%
	Major Domestic Appliances (MDA)	(E.g. washing machines, driers, dishwashers, stoves, fridges, air conditioners)	8%
	SDA and MDA Accessoires		25%
Sports	General sports equipment		14%
	Heavy and/or bulky sports equipment	(E.g. Products which, when packaged, have at least one side 100cm or longer and/or products weighing 25kg or over)	12%
	E-Bikes & Kid's 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%

3. For Consumer Electronics: The payment commission in addition to the base commission is 1.5%.
4. If a customer exercises a contractual or legal right of withdrawal or returns a product where you are not at fault (e.g., the customer does not like it anymore) refurbished 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 Zendesk.
5. If a customer refund is caused by your fault, you 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 you, refund requests due to delivery delays caused by you and for Disputes charges according to paragraph 6.2.3. No commission will be charged if you can prove to refurbished with irrefutable evidence according to refurbished's policies (i.e. Ticket Topic Change Guidelines) that the refund was not caused by your fault.
6. refurbished will keep any applicable commission for any refunds that you agree with customers outside of the refurbished marketplace, except when (i) you share proof of the refund being handled via the Zendesk Ticketing Tool and the refund was not caused by you, (ii) refurbished explicitly advises you to do so, or (iii) a refund via the refurbished Seller Interface is no longer technically possible and the refund was not caused by you. Therefore, it is strongly advised that you always refund via the refurbished Seller Interface if technically possible.
7. If you use a minimum price for offers, it is mandatory to set them realistically. The minimum price represents the lowest amount you are willing to accept for that offer. You can set a minimum price for each market. If refurbished detects an artificially low minimum price, you will be suspended according to Chapter 15 (Term, Termination and Penalties). In case of any order cancellation due to a fake minimum price, refurbished reserves the right to charge the full gross price of the order plus any applicable commission to you.
8. You receive an invoice including a sales report showing an overview of all orders, refunds and respective commission charges for a full calendar month in the following month. The sales report is made available for download on the Seller Interface.
9. 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.

10. Discount codes on the refurbished marketplace are offered through collaborative marketing campaigns jointly conducted by refurbished and you to enhance product sales and are offered to customers through different types of marketing campaigns.

- i. **You are not required to make any additional payments for these discount codes;** the associated costs are covered by refurbished as part of the joint marketing initiative.
- ii. The discount will be applied at the checkout on the refurbished marketplace. refurbished will cover the discount amount, which will be subtracted from the applicable commissions before a payout. If the discount exceeds the applicable commissions, the outstanding amount will be credited and adjusted in the subsequent payout.
- iii. You will be informed about the actual sales prices and the discount amount applied to facilitate accurate invoice creation for customers.
- iv. Detailed information regarding the discount amounts covered by refurbished will be provided in the Seller Interface and within payout and sales reports.

6.2 Dispute Charges

1. A dispute refers to a case where a customer challenges a transaction directly with their Payment Service Provider (e.g. Klarna, PayPal, etc.) (“**Dispute**”). This includes, but is not limited to, chargebacks, which are a reversal of a credit card transaction initiated by the cardholder’s bank or card issuer. These Disputes are initiated independently by the customer and are handled under the rules and timelines of the respective Payment Service Provider.
2. You will be charged for a Dispute if:
 - i. A Dispute prevents you from executing a regular refund via the Payment Service Provider, even though you are willing to refund the customer. Since you have already received the payout for this order, refurbished may accept the Dispute to release the payment to the customer and will charge you the respective amount in your monthly invoice.
 - ii. Your commission will be refunded in accordance with the definition in section 6.1.4. - 6.1.6.
3. You will **not** be charged for a Dispute, provided that:
 - i. You shipped the order to the address initially provided at checkout and no changes to the shipping address were made after checkout, as this would violate the [Klarna Shipping Policy](#) or [PayPal Seller Protection Requirements](#). Address changes may void buyer/seller protection and result in a liability shift. See also Chapter 11 Fraud Policy.
 - ii. You shipped the order in accordance with the required shipping time, as outlined in the Seller Guide and Quality Charter and communicated to the customer at checkout.
 - iii. You provided refurbished with a valid tracking link for the order.
 - iv. You provided a signed proof of delivery document for all orders over EUR 300.
 - v. You submitted proof of delivery that complies with the requirements of the relevant Payment Service Provider (e.g. Klarna Shipping Policy, PayPal Seller Protection Requirements).
 - vi. You responded to all inquiries from refurbished or the Payment Service Provider within the specified timeframe by refurbished’s customer service and did not cause a Dispute escalation due to inaction.
 - vii. You processed any refund on time in accordance with the Seller Guide.

If the above conditions are not met, the fully disputed amount may be charged in your monthly invoice and any applicable dispute fee charged to refurbished may be forwarded to you (e.g. Klarna dispute fee 15 EUR in case an inquiry is not answered within deadline). Furthermore, if the conditions are not met, refurbished will keep the commission according to paragraph 6.1.5. and 6.1.6.

4. You will not be charged for Disputes resulting from abusive or fraudulent behavior by customers, if:
 - i. You provide sufficient documentation confirming successful delivery to the customer, in compliance with the [Klarna Shipping Policy](#) or [PayPal Seller Protection Requirements](#).
 - ii. The return status is unclear (e.g. the customer did not use the return label provided), or
 - iii. You acted in full compliance with the Seller Guide.

In these cases, refurbished will bear the financial loss and will not seek reimbursement from you.

6.3 Payment Methods

1. Payment transactions on the refurbished marketplace are handled by the following Payment Service Providers (together “Payment Service Providers”):
 - i. Stripe (e.g., credit card, bank transfer, Klarna, EPS, Apple Pay, Google Pay)
 - ii. PayPal (Marketplace Integration), including "Braintree PayPal" and "Hyperwallet" (PayPal Services)
2. Bank transfers using a mandatory B2B direct debit mandate (SEPA Mandate) are required in case a payment cannot be settled via a payment service provider. The B2B SEPA mandate, one of the two variants of the SEPA direct debit scheme, is the preferred option for this purpose. The situations include, but are not limited to:
 - i. If you cease to sell on the refurbished marketplace and there is outstanding payment service provider balance (due to customer refunds).
 - ii. If you are charged with 20% Austrian VAT (all Austrian Sellers and Sellers with an invalid Austrian VAT number).
 - iii. If refurbished keeps the applicable commissions of a refunded order that has previously been paid out via refurbished’s payment service provider. The reasons for this are specified in 6.1.5, 6.1.6, and 6.1.7.
 - iv. If refurbished has to take over a customer service case because you do not cooperate and/or do not fulfil refurbished’s contractual Seller warranty obligations and/or duties from the Seller Guide and applicable documents and/or do not respond to refurbished’s employees.
 - v. If refurbished has to process a Dispute according to section 6.2.
 - vi. Applicable commissions for large individual B2B orders.
 - vii. If you use refurbished’s shipping agreement and the therein stipulated services.
 - viii. If you are live and maintain a negative open balance with a Payment Service Provider that surpasses an acceptable threshold or remains unsettled for a considerable time.
3. The direct debit mandate (SEPA Mandate) must be linked to the same account indicated as the Pay-Out bank account.
4. If a B2B SEPA direct debit mandate cannot be initiated due to technical limitations, the SEPA Core direct debit scheme shall be used as an alternative variant. Should the SEPA Core mandate also not be set up successfully due to technical limitations on your bank’s side, any amounts payable as specified in Section 6.3 shall be settled via manual bank transfer based on the monthly invoice.
5. refurbished reserves the right to verify the validity of the SEPA mandate by initiating a charge of EUR 1, which will subsequently be refunded.
6. Any fees or charges incurred in connection with failed SEPA direct debit transactions shall be borne by you.

6.4 Pay-Outs

1. For payments through the Payment Service Providers, the gross selling price minus the applicable commissions will be transferred to the bank account provided by you 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.
2. You may not request to change your Payment Service Provider account and/or IBAN of your 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.
3. You receive 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.
4. Your 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 you are listing in (e.g. for Euro offers in non-Euro Markets).
5. You 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 you receive is converted to the currency of the default bank account and transferred to this account.
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.
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, you are notified by an automated alert notification.
8. In case of a negative balance of more than 30 days or if you are permanently deactivated from the refurb marketplace, refurb takes over negative balances and will charge such balances to you. In the event of non-payment, refurb will ultimately pursue these claims against you in court.
9. In case of poor performance or disregard of the refurb Seller Guide and its applicable documents, you grant refurb the authorization to adjust the Pay-Out schedule adequately for review.
10. You grant 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 you until the issue has been resolved:
 - i. Strong negative performance;
 - ii. Violation of the Seller Guide and its applicable documents;
 - iii. Failure to address negative balances in a reasonable time;
 - iv. Failure to address any other open receivable;
 - v. Failure to restore the Fast Pay-Out eligibility requirements;
 - vi. Permanent deactivation of your account;
 - vii. Negative changes in your credit score;

- viii. Low Seller performance score;
- ix. Uncooperative behavior;
- x. Failure to provide direct debit mandate.

6.5 Rolling Reserve and Right to Offset Future Liabilities

1. To mitigate the risk of future customer refunds, returns, chargebacks, warranty claims, claims for costs in the context of Take Overs (section 10.2), and other service-related issues (together, “Post-Sale Risks”), refurb reserves the right to retain a portion of your payout balance as a rolling reserve (the “Rolling Reserve”). A Rolling Reserve may be applied during the first week of the second month of active selling and will thereafter be reviewed and adjusted on a monthly basis. The reserve amount is calculated based on your 12-month selling history, credit rating as determined by our partner credit rating agency, refund rate over the recent 90 days and defect rate over the past 12 months. The reserve amount will be proportionally allocated across your connected Hyperwallet and Stripe accounts.
2. refurb may withhold between 0% and 6,5% of your net 12-month sales as Rolling Reserve. Provided no Post-Sale Risks are pending or reasonably expected, the withheld amount will be released to your payout balance after the expiry of this retention period of 12 months. You acknowledge and agree that 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 that refurb or its affiliate companies (e.g. Refurbed Direct GmbH) has against you, including, but not limited to, refunds, dispute fees, unpaid invoices or penalties.
3. Under the following circumstances, refurb reserves the right to adjust the reserve at any time in the middle of the month:
 - i. Noticeable increase in defect rates, quality issues, or shipping problems;
 - ii. Significant deterioration in credit scoring or financial standing;
 - iii. Significant rise in refund volumes;
 - iv. Seller offboarding;
 - v. Seller onboarded under special condition agreed; or
 - vi. Unpaid invoices, including (but not limited to) commissions, service fees, Take Overs, or other charges issued by any company within refurb or its affiliated companies, where outstanding invoices remain unpaid due to failed direct debit attempts or a lack of response to at least two dunning reminders.
4. Right to advance Take Over Costs: In case refurb declares a Take Over under Chapter 10 due to non-performance, insolvency or other breach of contract on your part, refurb shall be 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 your available balance or Rolling Reserve. If your payout balance or Rolling Reserve is insufficient, you agree to reimburse refurb upon first demand.
5. If your credit score is above 299 or not available at the time of signing this Seller Guide, refurb reserves the right to apply an individual reserve amount — exceeding the reserve level outlined in Section 6.5.1 — during the first 3 months following onboarding. The applicable reserve level will be communicated to you during the onboarding.

6.6 Daily Pay-Outs

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.
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.
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. You 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.
4. Eligibility is assessed based on several criteria, including but not limited to condition rate, mid term defect rate (35 days), stable customer service, historic performance, Take Overs and a strong financial status proven by appropriate credit reports, no open receivables by refurb and already existing SEPA mandates.
5. The continuance of the eligibility requirements is continuously monitored. If one of the requirements is no longer met, refurb warns you through an alert notification. If the requirements are not restored within a reasonable time period, defined by refurb, refurb will deactivate Daily Pay-Out.
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 your behavior.
7. Opt-out from Daily Pay-Out to a different Pay-Out schedule is possible by written notification to seller@refurbed.com and finance@refurbed.com. The Pay-Out schedule will be adjusted within 3 business days from notice.

7. Return Process

7.1 Free Return Label

1. You must provide a free return option for the customer if they wish to return a product within the withdrawal period or assert a warranty claim, provided the return is initiated from the original shipping address or any address within the same country. An exception applies only if, after receiving the product, the warranty claim is rejected due to proven gross negligence or intent on the part of the customer. In such a case, you may request the customer to cover the appropriate and necessary return shipping costs. However, the burden of proof for gross negligence or intent lies with you. In situations where the facts are unclear, refurbished reserves the right to make the final determination regarding the existence of gross negligence or intent. Furthermore, the customer must be informed in advance (before the return shipment) about the possibility of incurring shipping costs in the event of a warranty rejection due to their fault. Following such a rejection, you must be able to substantiate the shipping costs and provide the customer with a cost estimate for any additional repair expenses before the repair is carried out, so that the customer can decide whether to proceed with the repair.
2. You must provide customers with a free return label via the Zendesk Ticketing Tool and agree to reimburse any costs associated, including custom duties, with the return of a product. It is not allowed to provide return labels in the packaging or outside of Zendesk Ticketing Tool.
3. You must provide a free return label to the customer within 24 hours (on business days) after a customer has requested a return for orders within the withdrawal period or due to a warranty claim. If this does not happen, the customer may return the product using a carrier of their choice and you are fully responsible for paying any return fees (which can result in higher costs for you). If in such a case the product gets lost or stolen during shipping and the customer provides proof that the package was sent to you (i.e. proof of posting with tracking ID), you must refund the purchase price.
4. You can offer a pick-up from the customer's desired address if the customer is able to directly contact the courier for adjustments of the pick-up date and time. If the pick-up was not successful, you must provide the customer with a free return label to allow the customer to return the product to a local carrier.

7.2 Returns Handling

1. When you receive the returned product, you have 3 business days to repair or replace the product or to refund the purchase price. Within this period, you must inform the customer about the return of the product and the tracking ID, which must follow the same criteria as in section 4.1.2.
2. Exceptions to paragraph 1:
 - i. For heavy and/or bulky products (i.e. products which, when packaged, have at least one side 100cm or longer and/or products weighing 25kg or over) you have a maximum of 30 business days to repair or replace the product.
 - ii. For products for which finding spare parts is a challenge and therefore take longer to repair, the deadline can be extended only by mutual agreement between both the customer and you through the Zendesk Ticketing Tool.
 - iii. For company vacation policy, please refer to section 2.6.5.
3. You must verify that the returned product was sold by you, before proceeding with any repair.

4. You must only dispatch a repaired or replaced product to a different address than the initial order if the customer has explicitly given the instructions to do so. You must ship the repaired or replaced product to the new address at no cost if the new address is within the same country. If the new address is within the EU but not in the same country, you may ask the customer to pay for the difference in price (if more expensive) by informing the customer about the respective case via the Zendesk Ticketing Tool.
5. If the product is shipped to the wrong address due to your or the carrier's fault, you must find a solution and pay all required costs to solve the issue. In such a case you must offer the customer compensation (please refer to the Quality Charter/respective Annex, section "Compensation Payment").
6. You are responsible for informing the customer about all processes and must be available for all customer queries.
7. You must provide a credit note for any invoice amount (full or partial).
8. Returned products should not be destroyed or thrown away. When possible, you must repair and/or re-sell products. When this is not possible, returned products must be responsibly recycled.

8. (Partial) Refund of Purchases

1. Due to consumer protection law, it is required that the refund contains the following points:
 - i. Purchase price including VAT.
 - ii. Including all shipping costs which the customer paid for the product purchase.
2. **You can refund an order via the refurbished Seller Interface.**
3. If you do not refund the customer within the agreed timeframe of maximum 3 business days after the product arrived at your premises and you are not responding to contact requests by the customer and/or refurbished, refurbished reserves the right to issue the refund to the customer in your name and will charge you for these costs (see Chapter 10 Take Over).
4. Should it not be possible to issue an automatic refund through the refurbished Seller Interface anymore (e.g. due to order date), you must initiate the refund manually via the same payment method used by the customer when the purchase was made. If you are unable to refund the customer via the same payment method, you can do so via bank transfer or PayPal.
5. In case a customer complains about a partial refund offered by you or a partial refund being disproportionately low, refurbished reserves the right to intervene and define the calculation of the partial refund to the extent legally possible. Upon request you must provide a detailed breakdown of the calculation used for the partial refund.

9. Liability and Indemnification

You are liable internally towards refurbished and release refurbished on first request from all third-party claims (including adequate expenses and legal costs incurred to refurbished) including the following:

1. Inaccurate or incorrect declaration of the condition of your product.
2. Inaccurate or incomplete information and other details on the respective product listed in the product catalogue.
3. Delivery delay, non- or wrong delivery of your products.
4. Material and legal defects on your products (especially product safety defects) and causal damages of your products on customer's properties.
5. Voluntary returns and cancellations made by you or those ordered by authorities.
6. (Partial) loss and damage to your products during transportation to/ from customers.
7. A customer withdrawing from the contract due to missing legally required information about the customer's right of withdrawal.
8. Administrative penalties due to your non-compliance with regulatory laws, local laws in any of refurbished's markets and EU laws, in particular, but not limited to, breaches of the Extended Producer Responsibility (EPR), Copyright Levy, EU VAT legislation and corresponding laws applicable at the customers' domiciles, The Digital Services Act (DSA), The General Product Safety Regulation (GPSR), competition law and the like.
9. Any damages incurred by refurbished that arise out of non-adherence or non-compliance with the terms and conditions, policies, guidelines, similar contractual documentation, referenced in Chapter 17 (Links referenced in the Seller Guide and Seller Information), particularly those referenced in section 1-5 of Chapter 2 in sub-section 2.7. "Zendesk Ticketing Tool Software Terms".
10. If you fail to comply with your obligations under any applicable data protection or privacy laws or under the Joint Controller Agreement, and such failure results in a personal data breach, investigation, complaint, regulatory enforcement, or third-party claim, you shall be solely liable. You shall indemnify and hold harmless refurbished from any damages, penalties, costs, or expenses (including reasonable legal fees) arising as a result, to the extent such breach is attributable to the acts or omissions of you. You must ensure compliance with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any relevant national legislation, in relation to the processing of personal data.

10. Take Over

10.1 Grounds for Take Over

In case a ground for Take Over occurs, refurbished reserves the right to take over your customer service. You remain the obligated party in relation to such customer claims. Take Over shall only serve as a last resort.

If you offer 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 refurbished) or to proceed with your offered solution. Grounds for Take Over are:

- i. Significant lack of customer service (e.g. increased amount of overdue tickets in the Zendesk Ticketing Tool, prolonged unfulfillment of the Service Level);
- ii. Failure to fulfill refurbished's contractual warranty obligations and other duties from the Seller Guide and applicable documents.

10.2 Consequences

1. When a Take Over is initiated to assist the customer with claims against you, refurbished reserves the right to recover any costs incurred as a result of the Take Over. These costs may include, but are not limited to:
 - i. Partial or full refunds of the purchase price;
 - ii. Costs for repairs and diagnostics performed by certified and refurbished-approved third-party repair service providers;
 - iii. Any necessary shipping or logistical costs.
2. The recovery of such costs will be carried out in one of the following ways:
 - i. Invoicing/debit note: The respective amounts may be added to your regular invoice issued by refurbished and become payable in accordance with the agreed payment terms.
 - ii. Offset via Payment Service Provider (PSP) Balance: refurbished may directly refund the respective amounts to the customer from your available balance held with the relevant Payment Service Provider (e.g., amounts not yet disbursed or held as reserves).
3. The opening and repair of electronic products from an involved certified and refurbished approved 3rd party repairment shop during the Take Over does not affect the validity of the customer's warranty rights. (For more information, please refer to sections 3.6 and 3.7 of the Quality Charter for Consumer Electronics).

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 you, provided that the product in question has been successfully delivered to your delivery address previously indicated and approved by you. The ownership of the product shall be automatically transferred to refurbished, if you:

- fail to provide the delivery address upon request within 14 business days, or
- the product could not be delivered to the specified address, or
- the product was not accepted.

10.4 Locked Devices and Returns

In the event of a Section 10 Take Over, you acknowledge and accept 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.

- i. Proof of device account removal is a screenshot showing that the device is no longer listed in the customer's account.
- ii. Proof of local lock removal is a photo of the device displaying the factory-reset initial setup screen.
- iii. 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.
- iv. If local locks cannot be removed due to a technical defect that prevents device interaction, it is to be accepted that a Section 10 Take Over refund will be authorized while the local lock remains present on the device. The removal of the local lock through a hard reset or an equivalent method falls under your responsibility.

11. Fraud, Abuse & Security Policy

11.1 Scope and Definitions

For the purposes of this Seller Guide:

- i. **Fraud** means any intentional or negligent act or omission involving deception, misrepresentation, concealment, or abuse of processes or systems, resulting in actual or potential financial loss, data compromise, reputational damage, or legal exposure.
- ii. **Abuse** means any misuse of the refurbished marketplace, tools, systems, processes, or contractual arrangements that circumvents, undermines, or exploits refurbished's safeguards, pricing mechanisms, commission structure, or operational rules, whether or not such misuse constitutes fraud under applicable law.
- iii. **Security Incident** means any actual or suspected event that compromises, or is reasonably likely to compromise, the confidentiality, integrity, or availability of systems, accounts, data, or services used in connection with the refurbished marketplace.

Fraud, Abuse, and Security Incidents may be caused by customers, Sellers, Seller personnel, subcontractors, third parties, or unknown actors (e.g. through account compromise or cyberattacks). You bear the risk of such incidents to the extent attributable to its sphere of control.

11.2 Categories of Fraud and Abuse

11.2.1 Customer-related Fraud

Customer-related Fraud includes, but is not limited to:

- i. identity theft or misuse of personal data;
- ii. unauthorized or fraudulent payment transactions;
- iii. chargebacks;
- iv. abuse of refund, return, or warranty processes;
- v. manipulation of delivery, receipt, or non-receipt claims.

Customer-related Fraud is handled in accordance with this Chapter 11, Chapter 6 (Payment Terms), and the applicable rules of the respective Payment Service Providers.

11.2.2 Seller Account and Access Fraud

Seller account and access Fraud includes, but is not limited to:

- i. unauthorized access to a Seller account, Seller Interface, Customer service Ticketing Tool, API, or integrations;
- ii. sharing, selling, or transferring login credentials, access tokens or access rights;
- iii. misuse of Agent Logins or API credentials;
- iv. manipulation of orders, refunds, payouts, disputes, or customer communications via the Seller account.

Unless and until refurbished is notified of a security incident in accordance with Section 11.5 and such notification is substantiated, all actions performed via a Seller account, Seller Interface, Zendesk Ticketing Tool, API, or integration shall be conclusively attributed to you (see also Section 12.1).

11.2.3 refurbished marketplace Abuse

refurbished marketplace Abuse includes, but is not limited to:

- i. attempts to circumvent commissions, Smart Pricing, or payment flows;
- ii. inducing or executing transactions or operations outside the refurbished marketplace;
- iii. manipulation of prices, minimum prices, stock levels, or availability;
- iv. abuse of discount mechanisms, marketing programs, or payout systems;
- v. coordination, collusion, or agreement between multiple Sellers to manipulate market conditions, including but not limited to price fixing, market allocation, bid coordination, or collective manipulation of stock availability or pricing.

11.2.4 Data and Information Fraud

Data and information Fraud includes, but is not limited to:

- i. misuse or unauthorized processing of customer or refurbished marketplace data;
- ii. unauthorized extraction, scraping, or aggregation of data;
- iii. submission of false, manipulated, or misleading documentation (including but not limited to IMEI/serial numbers, VAT documents, company registry, invoices, delivery proofs, affidavits, or police reports);
- iv. concealment of material information relevant to fraud investigations.

11.2.5 Cybersecurity and Technical Incidents

Cybersecurity and technical Incidents include, but are not limited to:

- i. malware, ransomware, phishing, or social engineering attacks affecting Seller systems or accounts;
- ii. insecure or compromised integrations, APIs, or third-party tools;
- iii. incidents that affect the security, stability, or availability of the refurbished marketplace or related services.

11.3 Preventive Obligations of Sellers

You are contractually obligated to implement, maintain, and regularly review appropriate technical and organizational measures to prevent Fraud, Abuse, and Security Incidents, including but not limited to:

- i. safeguarding login credentials and API keys;
- ii. ensuring role-based and individual access to Seller accounts and tools;
- iii. promptly revoking access rights for departing or unauthorized personnel;
- iv. ensuring secure integrations and compliance of third-party tools;
- v. training employees on fraud awareness and cybersecurity risks;
- vi. monitoring Seller account activity for suspicious or irregular behavior;
- vii. enabling and maintaining two-factor authentication (2FA) for all access to the Seller Interface and refurbished Seller tools

- viii. providing, upon request, all documentation and materials necessary to verify compliance with this Chapter;
- ix. demonstrating the existence, adequacy and ongoing maintenance of a state-of-the-art cybersecurity infrastructure, including appropriate technical and organizational measures, security policies, processes and controls;
- x. imposing equivalent security and compliance standards on all parties and tools involved in your supply chain and ensuring their ongoing adherence to such standards;
- xi. all communications must happen exclusively on refurbished marketplace or authorized refurbished tools.

11.4 Incident Reporting and Response Process

1. You 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 with this obligation may result in an assignment of liability to you.
2. All communication regarding suspected Fraud shall take place exclusively through refurbished's communication channels to avoid alerting potential fraudsters.
3. You must fully cooperate with refurbished, Payment Service Providers, and competent authorities in investigating and resolving the incident.
4. Upon request by refurbished, law enforcement, or prosecutors, you shall promptly provide all relevant information and documentation, including but not limited to:
 - IMEI or serial numbers;
 - proof of delivery;
 - invoices and transaction records;
 - any other documents reasonably required.
5. You shall preserve all relevant evidence and refrain from any actions that could hinder investigations.
6. When refurbished informs you about an order that involved customer Fraud activity:
 - a. If order is shipped recently, you should claim back the parcel if possible, and refund the customer.
 - b. If order is not already shipped, you should cancel the order and refund the customer.
 - c. If order is shipped and can not claim back, refurbished will support you to work on the disputes.

11.5 Fraud and Security Liability

11.5.1 refurbished's Liability

refurbished 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. refurbished is committed to proactively identifying and preventing fraudulent activity and, where applicable, will support Sellers in investigations and disputes with Payment Service Providers.

11.5.2 Seller's Liability

You shall bear full responsibility and liability for Fraud, Abuse, or security Incidents that:

- i. arise from your acts or omissions;
- ii. arise from your failure to secure your accounts, systems, credentials, or personnel access;
- iii. result from inaccurate, incomplete, or misleading information or documentation provided by you;
- iv. involve changes to shipping addresses or order details outside refurbished's prescribed processes.

11.5.3 Payment Service Provider Liability

Klarna, PayPal, and other Payment Service Providers may assume liability for fraudulent transactions where the respective [Paypal Seller Protection Requirements](#) or [Klarna Shipping Policies](#) are fully met. The applicability and scope of such protection are governed exclusively by the rules of the respective Payment Service Provider.

11.5.4 Other Fraud Liabilities

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

11.6 Consequences of Fraud or Security Breaches

In the event of Fraud, Abuse, or security breaches, suspected or confirmed, refurbished may, without prejudice to other rights or remedies and without prior notice where necessary to mitigate risk:

- i. suspend or restrict Seller accounts or access rights;
- ii. pause, delay, or adjust payouts;
- iii. increase rolling reserves;
- iv. initiate a Take Over pursuant to Chapter 10;
- v. charge dispute fees, losses, or damages in accordance with Chapter 6 and Chapter 9;
- vi. impose penalties or terminate the Seller Guide pursuant to Chapter 15.

The Seller shall indemnify and hold refurbished harmless from all losses, damages, penalties, costs, and expenses arising from Fraud, Abuse, or Security incidents attributable to the Seller.

12. General Rules for the Use of the refurbished marketplace

1. You must immediately inform refurbished of any misuse or any other unauthorized use of your Seller account. Until receipt of such notification, any access and any action or use of services related to your Seller account will be attributed to you.
2. You must inform refurbished immediately about any changes in your economic status (e.g. change of legal form, potential insolvency) 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.
3. You must comply with all applicable laws and regulations of each jurisdiction in which the refurbished marketplace operates, or products are shipped to and to promptly adapt to any changes or updates in such laws or regulations to ensure continued compliance throughout the term of this Seller Guide. You must particularly ensure that all customers are duly informed of their statutory right to withdrawal and return in accordance with EU Directive 2011/83 EU (and respective local provisions).
4. You hereby warrant to only offer and sell products that comply with the applicable rules of EU Law by means of self-certification pursuant to Art. 30 (1) (e) of the European Digital Services Act. This includes, without limitations, that you offer only products that comply with the General Product Safety Regulation (Regulation (EU) 2023/988) and provide all necessary supporting documentation. Furthermore, you warrant to offer only products containing batteries, including those incorporated in appliances and light means of transport, that comply with the Regulation on Batteries and Waste Batteries (Regulation (EU) 2023/1542). refurbished shall be entitled to display your self-certification on the refurbished marketplace.
5. You are solely responsible for ensuring that all products offered on the Marketplace comply with applicable EU energy labelling laws, including Regulation (EU) 2017/1369, and for providing accurate, complete, and up-to-date EPREL registration numbers, and all other required product information in accordance with applicable law.
6. You accept the applicability of the localized refurbished Terms & Conditions and refurbished marketplace warranty policy for each refurbished market and that these may differ depending on the local legislation of the respective refurbished market, which are published on the refurbished website as applicable to the respective country domain and additionally made available to you on the Seller Information Page.
7. You must comply with all applicable laws and regulations including those regarding the protection and preservation of the environment, including obtaining and maintaining all required environmental permits. You should work towards minimizing the negative impacts of your operations on the environment, including energy consumption, water consumption, and emissions. We encourage you to continuously reduce waste. All hazardous substances must be safely handled, moved, stored, used, reused and disposed.
8. You must comply with applicable laws and regulations concerning labour and human rights. You guarantee to refrain from child labour, compulsory or forced labour, including trafficking. These expectations extend not only to you but also to your subsidiaries and affiliates, as well as subcontractors and sub-tier sellers providing goods or services to you or for products sold on the refurbished marketplace.

9. The information, data, documents, business and trade secrets, ideas, know-how, codes, etc. ("Information") that become known to you in the course of the business relationship with refurbished, regardless of the means by which they were received (electronically, in print, via Notion or other tools, etc.), are strictly confidential. Excluded are such information that are already generally publicly known or expressly designated by refurbished as non-confidential. Therefore, you are prohibited from using confidential information for purposes outside the scope of the Seller Guide or providing it to third parties without authorization. The confidentiality obligation remains in effect after the termination of this Seller Guide.
10. You grant refurbished an indefinite, free, non-exclusive, global and transferrable right to use your company logos and product presentations for the purpose of advertising the products on the refurbished marketplace and other advertising channels. Under this license, refurbished may adapt or modify the product-related materials to enhance their presentation on the refurbished marketplace, with the goal of improving visibility, consistency, and overall customer experience. You warrant to hold all necessary rights to grant this license, including ownership or appropriate authorization for all materials provided. You will indemnify refurbished against any third-party claims arising from rights, defects, unauthorized use or infringements, including all related costs, damages, and expenses.
11. If one of the provisions of this Seller Guide is or becomes ineffective, the effectiveness of the remaining provisions is not affected.
12. If you use Shopify for the distribution of your goods, we expressly refer to the additional application of [Shopify's General Terms and Conditions.](#)

13. Data

13.1 refurbished's access to refurbished marketplace data

To provide services on the refurbished marketplace, refurbished receives and generates personal data and other data by 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 6.3. This includes your communication with refurbished customers.

13.2 Your access to refurbished marketplace data

1. refurbished provides you with access to data, subject to the Seller Guide and all other agreements with you.
2. refurbished provides you access to all data necessary for you to sell your products to refurbished customers (such as their orders on the refurbished marketplace, their names, addresses, etc.), and to service your ongoing obligations, such as any active warranty, towards your customers.
3. refurbished provides you with all necessary access points to receive data provided by or generated by refurbished customers and/or you. These access points include in particular the refurbished Seller Interface and the Software outlined in sub-section 2.7.
4. refurbished may receive or generate additional data during the provision of services to you and your refurbished customers that is not necessary for the fulfilment of your obligations towards your customer (e.g. for the purposes of fraud prevention, cybersecurity, internal analytics or service improvements). refurbished is not obligated to give you access to this data, and if refurbished shares this data, it does so in its full discretion.

13.3 Your access to aggregated data

1. refurbished provides you with aggregated data relevant to your performance on the refurbished marketplace in the refurbished Seller Interface, including metrics such as sales volume, product quality, customer happiness, shipping/delivery and customer service quality.
2. You do not have access to data of other Sellers unless expressly permitted.
3. refurbished may share additional aggregated data with you at its own discretion, including through our regular newsletter to Sellers.

13.4 Data transfer to third parties

1. You acknowledge that refurbished may share personal and other data with other companies of the Refurbed Group and carefully selected third parties. These third-party providers may assist with tasks such as payment processing, fraud prevention, logistics, debt recovery, IT infrastructure and hosting, data storage and analysis, communications, and marketing services among others.
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 our quality and sustainability efforts.
3. All such third parties act on refurbished's instructions and are subject to stringent security and confidentiality obligations equivalent to those upheld by refurbished. You acknowledge that this transfer of data is necessary for refurbished to provide refurbished marketplace services to you.

13.5 Personal Data

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

13.6. Obligations under the Data Act

Under the European Data Act, you are 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.

14. Dispute Resolution

14.1 Seller Complaints

1. Sellers on the refurbished marketplace have the right to an effective complaint management process. Sellers have access to refurbished's free and easily accessible complaint-handling system available via complaint.management@refurbed.com where you may submit any claim, complaint or request. This email address and process will also be made publicly available under the Seller Information Notion Page.
2. You can report any issues, complaints or questions that may arise in connection with transparency or the marketplace via complaint.management@refurbed.com especially:
 - a. alleged non-compliance by refurbished with obligations under the Regulation (EU) 2019/1150 (P2B Regulation) that affects the complaining Seller;
 - b. technical issues directly related to the marketplace that affect Sellers; and
 - c. measures taken by refurbished directly related to the marketplace that affect the complaining Seller.
3. refurbished will carefully review and, where necessary, further handle submitted complaints in order to achieve an appropriate resolution, and will process complaints promptly and effectively, taking into account the significance and complexity of the issue.
4. Depending on the complexity of the request, refurbished will inform you transparently and proactively by email within a reasonable period of time, and in any event no later than 14 days, about your complaint and any measures or resolutions taken.

14.2 Mediation

1. For complaints that could not be resolved by means of the internal complaint-handling system, either the Seller or refurbished may initiate mediation process with the Centre for Effective Dispute Resolution ("CEDR" see [mediation website](#); see [application form](#)) as your mediation body.
2. Any party wishing to initiate mediation proceedings shall directly fill out the application form to the mediation body 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 language via video conference (remotely).
3. The parties shall mutually agree on the respective mediator to handle the case, whereas CEDR can recommend 3 candidates. If the parties cannot agree, CEDR shall appoint the mediator best suited for the case at hand.
4. The parties agree to keep both the mediation as well as its content confidential.
5. The parties shall split the mediation costs between them on a reasonable basis, as determined by the mediator.

14.3 Applicable Law and Jurisdiction

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

15. Term, Termination and Penalties

15.1 Effective Date and Term

The Seller Guide becomes effective with your first offer created for one product available for sale in one of the refurbished marketplaces, or after 30 days if you have not objected to the Seller Guide's amendments pursuant to Chapter 16, Amendment of the refurbished Seller Guide. The Seller Guide is concluded for an indefinite period. It can be terminated by either Party with a notice of three months at the end of the month.

15.2 Penalties and Termination without notice

In case of infringing any of the provisions and restrictions contained in this Seller Guide and its applicable documents specified in Chapter 17, Links referenced in the Seller Guide and Seller Information, applicable laws, non-cooperation or intentional damage to the refurbished business, refurbished reserves the right to penalize, suspend, deactivate you completely and/or terminate this Seller Guide without notice:

- i. Penalization 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.
- ii. Suspension includes a (temporary) restriction on the sale of specific products, all products, or products in a particular refurbished market.
- iii. Deactivation includes a permanent termination of sale on the refurbished marketplace and your accounts (i.e. Seller Interface, Zendesk).

15.3 Termination Due to Business Performance and Operational Criteria

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 your account under the following circumstances:

- i. **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.
- ii. **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 you fail 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 fail to comply with required quality standards, refurbished may terminate the partnership and offboard you.
- iii. **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 you are not undergoing liquidation or demonstrate 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.

15.4 Open Warranty Cases

If you are suspended, this Seller Guide is terminated (according to 15.1. or 15.2.), but you 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 for you and charge open or incurring statutory warranty and contractual Seller warranty cases directly to you in such cases. For more information regarding the Take Over, please refer to Chapter 10 Take Over.

16. Amendment of the refurbished Seller Guide

To ensure the best quality and to be up to date with technical and legal developments for online marketplaces, refurbished must regularly amend the requirements for selling on the refurbished marketplace.

Therefore, refurbished reserves the right to amend the refurbished Seller Guide and its Annexes anytime. refurbished will inform you via e-mail or other electronic information systems about the changes at least thirty (30) days before the amendments come into effect. Through the announcement of such an amendment you have the right to terminate the partnership in writing and to stop selling on the refurbished marketplace until the effective date of the amendment. If you do not make use of the right of termination, the amendments are considered accepted from the effective date. The amendments also apply to all listed offers on the refurbished marketplace prior to the effective date.

17. 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: <https://Seller.refurbed.com/application/>
- [EPR \(Extended Producer Responsibility\) Infobase](#)
- [Zendesk Agreements and Terms](#)
- [Zendesk Policies and Guidelines](#)
- Localized refurbished marketplace [warranty policy](#) as applicable to respective country domain and made available on the Seller Information Page. For this Seller Guide update, the warranty will also be attached as a PDF.
- Localized [Terms and Conditions](#) as applicable to the respective country domain and made available on the Seller Information Page.
- [Klarna Shipping Policy](#)
- [PayPal Seller Protection Requirements](#)
- CEDR [mediation website](#);
- CEDR [application form](#)
- [Shopify General Terms and Conditions](#)
- [refurbed's Tone of Voice Standards and Communication Guidelines](#)

Further information for Sellers:

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

18. Signing

Hereby Refurbed Marketplace GmbH (**“refurbed”**) and the below Seller (you) agree that the following documents form an integral part of the contract: (1.) refurbed Seller Guide, (2.) refurbed Quality Charter for Consumer Electronics and if applicable the Quality Charter for Sports Equipment, (Small) Domestic Appliances and/or for Kid’s Equipment, (3.) the Annexes, (4.) the localized refurbed Terms & Conditions, (5.) the Joint Controller Agreement, (6.) the localized refurbed marketplace warranty policy and FAQs as well as all other information contained on the refurbed marketplace.

Company Information Seller:

Name:

Signature:

Role:

Company:

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

Company Information refurbed:

Refurbed Marketplace GmbH

Jakov-Lind-Straße7

1020 Vienna, Austria

Signature: