

refurbed Supplier Guide 03/2024



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1. Onboarding

1.1. Registration

1. The Supplier must fill out all required information in the application form: <https://supplier.refurbed.com/application/>
2. The Supplier must forward the necessary documentation needed to open a Supplier account (e.g. company register excerpt, VAT identification number...) to refurbed. As part of the account setup process, the Supplier consents to refurbed conducting background and/or credit checks for the purpose of evaluating the Supplier's suitability for the business relationship. refurbed will also check and verify all documents submitted by the Supplier within 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. refurbed will promptly communicate decisions based on the review.
3. During the onboarding process, the Supplier will be asked to provide information such as "shipping terms", "imprint/about us", "cancellation terms", "withdrawal rights", etc.
4. The Supplier must submit all mandatory Extended Producer Responsibility ("**EPR**") numbers and documents for all respective countries they ship to before selling on the refurbed marketplace. Please refer [here](#) for more information about EPR Compliance.
5. After verification is complete, the Supplier account will be created and the Supplier will be given the login information to access to the refurbed Supplier Interface where they can manage their refurbed business: price, stock, compliance, etc. If further verification information is required, the Supplier will directly see this information in the refurbed Supplier Interface. The Supplier is obligated to keep the access data of the Supplier account confidential and must not disclose it to any third party.
6. During the account setup, the Supplier must provide additional information and documents to the payment service providers "Stripe" and "PayPal" for KYC verification (e.g. company register excerpt, bank statement, passport comparable to the opening of a bank account). These documents must be forwarded to refurbed.
7. The Supplier must sign a direct debit mandate ("**SEPA Mandate**") in the course of the onboarding process and confirm activation with their bank. More details regarding SEPA Mandate can be found in section 6 Payment Terms.
8. The Supplier warrants that all information provided during the registration process is accurate and complete. The Supplier shall fully indemnify refurbed for any direct or indirect damage caused by non-fulfilment of the disclosure and information obligations in this Section.
9. In any case, the Supplier shall have no right to sell products or services prior to the completion of the review of all documentation and matters of compliance by refurbed,

for which refurbished shall have full discretion. In the event that refurbished determines, at its sole discretion, not to onboard a Supplier during the onboarding process, both parties acknowledge and agree that no precontractual guarantees or liabilities shall arise hereto. Refurbed also reserves the right to offboard or suspend the Supplier from the refurbished marketplace in case of poor sales performance or cooperation issues.

1.2. Product Listing

1. The Supplier must ensure that their offered products are created via the refurbished Supplier Interface either manually, via API or integrator and is responsible for the complete accuracy of the content of its 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. refurbished reserves the right to establish sales quotes for the Supplier Account, specifying a maximum purchase limit. The Supplier will be notified in writing when their account approaches the established limit. If a Supplier exceeds the designated limit, refurbished may, at its discretion, take appropriate actions, including but not limited to adjusting future sales quotes, temporarily suspending further orders, or renegotiating terms with the Supplier.
3. All information must be up-to-date, legally compliant and complete at all times. In addition, the Supplier ensures that all information conforms to legal provisions applicable to any third-party rights, e.g. trademarks, copyrights or property rights.

2. Supplier Criteria

The Supplier must fulfil the following criteria:

2.1. Company Location

Suppliers must have their business premises within the EU, hold a VAT certificate (certificate of the foreign tax authority that the company is registered for VAT purposes) and VAT number for respective address and must ship to all relevant refurbished markets (EU and further, if applicable) they have chosen to ship to.

2.2. 30-day Right of Withdrawal

1. The Supplier must offer the customer a 30-day right of withdrawal, which starts on the day that the customer has received the product. The customer must request the return of the product within the 30 days after receiving it and ship the product 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 product arrives back with the customer.
4. 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 product was returned to the Supplier in a different condition than shipped initially by the Supplier, the Supplier may deduct loss in value while processing the refund. The Supplier must provide a cost estimation or break down of the value loss upon request.
5. Due to the fact that most purchases between Green Friday week (big sales week beginning on the last Friday of November) and the 18th of December are Christmas presents, the right of withdrawal for these orders will be extended to (at least) the 31st of December of the same year. The extended right of withdrawal includes all orders which are purchased between Green Friday 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. 24-Month Statutory (Local Legal) Warranty (or longer)

According to local consumer protection law, the Supplier must offer a 24-month (or depending on the local laws: longer) legal warranty period (*Gesetzliche Gewährleistung*) for movable physical items in all European markets. Warranty cases include all defects that already existed at the time that the product was shipped to the customer (handover), but do not include regular wear and tear. During the first year, it is legally presumed that the defect was already present at the time of handover. During this period, the Supplier must prove (i.e. by official and appropriate test documentation) that the defect did not exist before the product was shipped

to the customer and, therefore, was clearly caused by the customer. Where a Supplier cannot prove that the defect in question was caused by the customer they must remedy the defect through repair, replacement, price reduction, or refund. The customer has the right to choose between replacement or repair. Only if one of these remedies is not possible (i.e. due to disproportionately high costs, in case of doubt this must be proven) the claim is limited to the variant possible for the Supplier. If both repair and replacement are impossible, the Supplier shall offer price reduction in cases of minor defects (e.g. scratches); if it is a major defect (i.e. the defect is so serious that the customer cannot be expected to keep the product with the defect) a refund must be made. After 12-months of the warranty period, the Supplier must only repair, replace, perform price reduction, or refund when the customer can prove that the defect lies within the Supplier's responsibility. Otherwise, the warranty does not apply anymore. The applicable warranty law is always the law of the customer's domicile. For more detailed information please ask for assistance from the refurbished Supplier Support Team, consult a legal advisor, or visit official government information websites or revert to the [Supplier Infobase](#).

2.4. Contractual Supplier Warranty

The Supplier must offer a 12-month contractual warranty period (*Garantie*) but may not offer any warranty period longer than 12 months. All existing offers on the refurbished marketplace with a longer warranty period will be converted to a 12-month long contractual warranty period coming into effect with the entry force of this Supplier Guide. Any longer contractual warranty periods than the initial 12 months will be offered by refurbished directly.

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 platforms 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, the Supplier must inform the customer within 24 hours through the refurbished Ticket Interface (on business days - i.e., Monday to Friday). For all cancellations caused by Supplier fault, refurbished will keep the sales commissions of the cancelled order.

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

2.6. Professional Customer Service

The Supplier must provide a professional customer service which takes care of all customer inquiries and issues. This must be done through the platforms provided by refurbished.

2.6.1 Customer Service through the refurbished Ticket Interface

All communications with refurbished customers must be handled through the refurbished Ticket Interface. It is not allowed to communicate with customers outside of the refurbished Ticket Interface without informing refurbished. If a customer contacts the Supplier outside of the refurbished marketplace, the Supplier must inform the customer to use the refurbished Ticket Interface for all communication matters and that the Supplier is not allowed to respond to any requests outside of the refurbished marketplace. Any refund issued through the refurbished Supplier interface without a corresponding ticket will result in refurbished keeping the applicable commission, see section 6.1.5 for further details.

2.6.2 Customer Service in local language

Every Supplier must provide professional customer service in the language of the refurbished marketplace that the product is sold (ie. sales in Germany – customer service in German; Italy – customer service in Italian), unless the customer starts to communicate in another language. In such case the Supplier should continue the conversation in this language (if possible) or reply in English.

2.6.3 Conversations with refurbished through the refurbished Ticket Interface

When the Supplier is communicating with refurbished through the dedicated channel in the refurbished Ticket Interface, the supplier is 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 the supplier's country. Automatic replies are generally prohibited. The Supplier is expected to personally engage with customers and offer a solution within the given timeframe. In exceptional cases, where the use of automatic replies is deemed necessary, e.g. in a period of increased demand during high season, the Supplier must seek prior approval from refurbished by contacting reporting@refurbed.com.

2.6.5 Vacation Policy

The Supplier is obligated to provide customer service on all business days, excluding national holidays and weekends. In the event of a planned company vacation preventing the Supplier from accepting returns and offering warranty services for more than 5 business days, refurbished reserves the right to provide customers assistance by initiating a Take Over (see Chapter 10) and charge the Supplier for the incurred costs. The Supplier acknowledges this financial responsibility and agrees to promptly notify refurbished (at least 2 weeks in advance) of any such planned vacations to facilitate a smooth transition during the Take Over process.

2.6.6 Response Quality

Each message to the customer must be written in a friendly tone (e.g. “Dear X”, “We are sorry for the inconvenience”, “Best regards”) and easy to understand. The Supplier must communicate in full sentences (no bullet-points) and with the goal to find a solution as fast as possible. If the Supplier offers a poor service (e.g. not responding within the agreed response time limit and quality), refurbished reserves the right to intervene.

2.6.7 Be proactive and keep the customer updated

The Supplier must communicate proactively and inform the customer about the current/latest status of the case through the refurbished Ticket Interface (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.

3. Product Criteria

Every product offered by the Supplier must fulfil the following criteria:

3.1. Refurbished products or 50% Recycled Materials

3.1.1 Refurbished and non-new products

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

All non-new products must have the same functionality as a new product (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, per product category, please refer to the Quality Charter/ Respective Annex.

3.1.2 Products made of 50% recycled materials

For Sports Suppliers only: Applicable products must contain at least 50% recycled materials in accordance with the legal definition of 'recycling' (Art 3 Nr 17 of the EU-Directive 2008/98/EC). This includes materials that are upcycled, considered deadstock, pre- and post-consumer recycling, and other waste and by-products.

The remaining 50% can come from new sources. Nevertheless, refurbished encourages higher shares of recycled materials and to source the remainder sustainably. Refurbed may list products with a greater share of recycled materials higher up in the product assortment on the refurbished marketplace.

The Supplier must provide information on the production process and the origin of the raw materials used to refurbished if requested.

3.2. Product Presentation

Every product must be fully functional and in the right execution of the order (including type, size, colour, etc.) corresponding exactly to the relevant product description provided. The Supplier undertakes the responsibility to oversee their products listed on the refurbished marketplace and immediately correct possible errors, in particular, with regard to product presentation and description as well as pricing, and inform refurbished immediately of such errors.

3.3. Legal Product Origin

It is not allowed to offer stolen, fake or any other illegitimately procured products on the refurbished marketplace. If the Supplier is 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.

The Supplier hereby warrants 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**. Refurbed shall be entitled to display the Supplier's self-certification on the refurbished marketplace.

4. Order-Shipment-Process & Packaging

4.1. Order-Shipment Process

1. Refurbed sends an order-confirmation email to the Supplier with all required customer / order details.
2. The Supplier must upload the tracking ID on the same day that the product is dispatched. This can be done in the refurbed Supplier Interface (under order item details), via integrators, or via refurbed API. The tracking link should be provided in the language of the refurbed marketplace on which the product is sold (ie. for sales in Germany, tracking link in German).
3. The Supplier 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 the Supplier, will be added to the displayed product price automatically.
4. If any problems or delays occur, the Supplier must inform the customer through the refurbed Ticket Interface as quickly as possible to avoid any possible dissatisfaction.

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

4.2. Packaging

Refurbed encourages packaging made from recycled materials or, where the product is refurbished, for Suppliers 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. Any branding on the boxes must be prior agreed upon in writing by refurbed.

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.

For non-electronic products, if possible, please make sure that singular items are not packed separately into plastic and that double packaging is avoided in general.

4.3. Shipment Issues handling

All shipment-related customer questions are forwarded directly to the Supplier via the refurbished Ticket Interface. These are the most common cases of customer questions:

4.3.1 Shipment Delay

If a shipment is delayed, the Supplier must inform the customer about the precise delivery date and send the customer the Tracking ID URL 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, an inquiry of finding the product and reconstructing the transport history of a given consignment (*Nachforschungsauftrag*) must be opened by the Supplier.

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, the Supplier must refund the customer within 72 hours (on business days):

- 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.
- The proof of delivery has either not been signed, or the signature is credibly not legit.

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

If the customer cannot make credible that the delivery did not occur (e.g. due to a signed proof of delivery and the customer does not provide an affidavit), the customer must wait for the end of the investigation to receive a possible solution.

4.3.3 Product damaged during shipping (Supplier to customer)

If the product is damaged during shipping, the Supplier 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 the Supplier with the following documents as soon as possible:

- Photo of the product packaging
- Photo of the product damage
- Photo of the shipping label, including the tracking ID

If the customer has already disposed the product packaging, the Supplier still bears 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 the Supplier.

Within 5 business days after receiving the returned product, the Supplier 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 Supplier)

If the returned product arrives damaged at the Supplier, the Supplier 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, and/or
- Photo of the damaged product, and/or
- Photo of the shipping label, including the tracking ID on the received packaging.

If both the external packaging and product are damaged, the Supplier shall document any damage to the external packaging through pictures.

4.3.5 Lost Shipment (Supplier to customer)

If the product has never been delivered to the customer and this is confirmed in the tracking link, the Supplier 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. 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, the Supplier must issue a refund without undue delay (within 5 business days).

4.3.6 Lost Shipment (customer to Supplier)

If the product has never been delivered to the Supplier and the customer can prove that the product was sent back to the Supplier by following the given instructions, the Supplier 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 since the day of shipment. The following can be considered as proof of posting:

- Shipment receipt released by the carrier on the day of shipment
- 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 (Supplier to customer)

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

- Photo of the product packaging.
- Photo of the shipping label, including the tracking ID.
- 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
- 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 providing the requested documents establishing the customer's credibility, the Supplier must refund the customer within 72 hours on business days. refurbished reserves the right to issue a Take Over in these situations (see Chapter 10).

4.3.8 The Supplier receives only the parcel, without the returned product (customer to Supplier)

If the Supplier receives the parcel without the returned product, an inquiry of finding the product and reconstructing the transport history of a given consignment (*Nachforschungsauftrag*) must be opened by the Supplier. If the customer provides irrefutable evidence that the product was in the package at the moment of shipping (e.g. document showing the exact parcel weight at the moment of shipping), the Supplier must offer the customer a solution, such as a full refund in case of 30-day right of withdrawal and (partial) refund or replacement device in case of warranty.

5. Invoice

1. The Supplier must issue an invoice to the customer for every order. The invoice should be shipped together with the product, uploaded in the customer account or sent to the customer via the refurbished Ticket Interface. The Supplier 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, the Supplier must send such invoice within 24 hours from the customer's request.
2. The Supplier shall issue an invoice to the customer in accordance with the local law. The following represent a reference of what data the invoice must contain:
 - i. Name and address of the Supplier
 - ii. Name and billing address of the customer
 - iii. Quantity and customary description of the products ordered
 - iv. Order Date
 - v. Price of each product and the applicable tax rate or, in the case of tax exemption, a reference to it
 - vi. The amount of tax due on the payment
 - vii. Date of issue
 - viii. Invoice number
 - ix. VAT identification number (UID number) of the Supplier and VAT number of the recipient if it is a B2B sale.
 - x. If marginal tax is applied, a reference to this must be made
3. All invoices for smartphones must include the IMEI number. For products where there is no IMEI available, the invoice must include the respective serial number. For any warranty case where the Supplier has never provided the IMEI/serial-number and the Supplier argues that a wrong product is returned, refurbished is forced to decide in favour of the customer.
4. Invoices must always contain a VAT number if a customer requests it (exception: specified in paragraph 6 - "marginal products" & paragraph 10 - "intra-community delivery").
5. The Supplier shall be solely responsible for their tax obligations and shall observe both the national regulations of their own country as well as the various shipping countries. refurbished assumes no responsibility for this.
6. If a Supplier wants to offer marginally taxed products, they are obligated to inform their refurbished account manager before starting to sell on the refurbished marketplace and must flag these offers as "marginal" during the offer creation process. Suppliers must also maintain complete and accurate records related to the purchase/sale of marginal tax products in case of scrutiny from the tax authorities.
7. Under no circumstance should a customer have to pay duties or custom fees.
8. refurbished allows business customers to purchase directly on the refurbished marketplace.

9. For each business order request refurbished 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 paragraph 6 - marginal products). Suppliers must inform their account manager if they wish to opt-out of B2B sales before they start selling.
10. The Supplier must ensure the same invoice requirements for business customers as for end customers (please refer to paragraph 2).
11. The invoice must not state any bank information from the Supplier to prevent erroneous payments.
12. Per default the VAT of the country of delivery is recorded, expected VAT is reported via EU-OSS system. We consider the EU-wide threshold of EUR 10,000 applies for the seller and therefore expected VAT is reported via EU-OSS system, by default the VAT of the country of delivery is recorded per order. It is in the Supplier's area of responsibility to fulfil all legal requirements. For any questions on this topic please contact your tax advisor. Find the actual distance selling EU VAT thresholds [here](#) (Source: European Commission).

6. Payment Terms

6.1. Commission

- The sales commissions on the gross selling price for each sale through Stripe & PayPal are the following:

Main Categories	Categories	Sub-Categories	Base Commission
Consumer Electronics	Smartphones & Tablets		8%
	Laptops & PCs	(Including related accessories and monitors)	9.5%
	Audio & Wearables	(E.g., smartwatches, headphones, fitness trackers, speakers, musical instruments, headsets, etc.)	10%
	Cameras	(E.g., cameras, video cameras, VR headsets, etc.)	12%
	Gaming	(E.g., consoles, gaming laptops, gaming accessories, gaming set ups, etc.)	12%
	Other CE	(E.g., drones, printers, GPS, etc.)	10%
	Toys		15%
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 machines, work tools, air conditioners, heaters, projectors, etc.)	12%
Sports	General sports equipment and accessories		14%
	Heavy and/or bulky sports equipment	(i.e., 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		10%
	Gym Equipment		11%
	Winter Sport		11%

- For Consumer Electronics excluding Cameras, Gaming and Toys: The payment commission in addition to the base commission is 1.5%.

3. If a customer exercises a contractual or legal right of withdrawal or returns a product where the Supplier is 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 to 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.
4. If a customer return is caused by a Supplier's fault, the Supplier will be charged any applicable commission. This includes for example: out-of-stock sales/cancellations by the Supplier; repeated returns (i.e., product is repeatedly defective or does not match ordered product grading). No commission will be charged if the Supplier can prove to refurbished (with irrefutable evidence – e.g. test report) that the return was not caused by the Supplier's fault.
5. Refurbed will keep any applicable commission for any refunds that Suppliers agree with customers outside of the refurbished marketplace, except when (i) the Supplier shares proof and details of the return to refurbished via the refurbished Ticket Interface, (ii) refurbished explicitly advises the Supplier to do so, or (iii) a refund via the refurbished Supplier Interface is no longer technically possible. Therefore, it is strongly advised that Suppliers always refund via the refurbished Supplier Interface if technically possible.
6. If a Supplier is using min. price for offers, it is mandatory to set them realistically. If refurbished detects an artificially low min. price, the Supplier will be suspended. In case of any order cancellation due to a fake min. price, refurbished reserves the right to charge the full gross price of the order plus any applicable commission to the Supplier.
7. To increase the effectiveness of the refurbished marketplace for customers and Suppliers, refurbished uses an auction mechanism which also includes a dynamic element (Smart Pricing). Suppliers set their sales prices (offer price and, as the case may be, minimum price) free and autonomously. In a first step, refurbished generally finds and ranks the best offer in terms of price and quality for each customer in each individual case. In a second step, [for Consumer Electronics products only,] refurbished may use external data (such as publicly available prices on third-party websites; recommended sales prices, if provided by OEMs) and click-data collected on the refurbished website to add a dynamic surcharge (Smart Pricing) for a certain product on a case-by-case basis. Smart Pricing covers parts of the Supplier's costs of using the refurbished marketplace as well as marketing; it is paid by the customer on behalf of the Supplier and retained by refurbished.
8. Discount codes on the refurbished marketplace are offered through different types of marketing campaigns to the end-customer.
 - i. **The Supplier does not have to pay for the discounts.**
 - ii. The discount will be applied in the checkout of the refurbished marketplace and will be covered by refurbished and subtracted from the applicable commissions. If the discount exceeds the applicable commissions, a credit will be given and considered with the next Pay-Out.
 - iii. The Supplier will be informed about the actual sales prices for their invoice creation towards the customer.

- iv. The Supplier will see information about the discount amount covered by refurbished in their Pay-Out and Sales report.

6.2. Payment Methods

1. Payment transactions on the refurbished marketplace are handled by the following Payment Service Providers (together **“Payment Service Providers”**):
 - Stripe (e.g., credit card, bank transfer, Klarna, EPS, Apple Pay, Google Pay)
 - PayPal (Marketplace Integration)
2. Bank transfers using the direct debit mandate (SEPA Mandate) are mandatory in the following situations:
 - i. If a Supplier ceases to sell on the refurbished marketplace and there is outstanding payment service provider balance (due to customer refunds granted by the Supplier).
 - ii. If a Supplier is charged with 20% Austrian VAT (all Austrian Suppliers and Suppliers 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 6.1.3 and 6.1.4.
 - iv. If refurbished has to take over a customer service case because the Supplier does not cooperate and/or does not fulfil refurbished’s contractual Supplier warranty obligations and/or duties from the Supplier Guide and applicable documents and/or does not respond to refurbished’s employees.
 - v. Applicable commissions for large individual B2B orders (including buyback, handled outside of the refurbished system).
 - vi. If a Supplier is using refurbished’s shipping agreement and the therein stipulated services.
 - vii. If a live Supplier maintains a negative open balance with a Payment Service Provider that surpasses an acceptable threshold or remains unsettled for a considerable time.

6.3. 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 the Supplier according to the agreed Pay-Out schedule, i.e. (i) weekly, (ii) monthly, (iii) manually, or (iv) Daily Pay-Out.
2. The Supplier receives an invoice including a sales report showing an overview of all orders, refunds and respective commission charges for a full calendric month in the following month.
3. If the provided Supplier price is in EUR, it will be displayed on the refurbished marketplace in the local currency for sales in a non-EURO country. The Supplier price in the local currency will consider the respective exchange rate as well as costs for the actual currency exchange (e.g., bank fees) and other costs of refurbished related to the exchange and the assumption of foreign exchange risks (e.g., risk management and administrative costs). The Supplier price as displayed in the local currency might therefore not accurately reflect the exchange rate as offered by commercial banks on a given date.
4. The Supplier will receive the Pay-Out amount in EUR which can slightly vary from the original amount due to exchange rate fluctuations (however, refurbished bears all foreign exchange risks and related costs so that the EUR Pay-Out amount should always be higher than or equal to the provided Supplier price, thus positive for the Supplier).
5. Negative Stripe and/or PayPal balances (“negative balances”) derive from a Supplier’s 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 in risk of turning negative, the Supplier is notified by an automated alert notification.
6. In case of a negative balance of more than 30 days or if the Supplier is permanently deactivated from the refurbished marketplace, refurbished takes over negative balances and will charge such balances to the Supplier. In case of non-payment, refurbished will ultimately pursue these claims against the Supplier in court.
7. In case of poor performance or disregard of the refurbished Supplier Guide and its applicable documents, refurbished reserves the right and Supplier grants the authorisation to adjust the Pay-Out schedule adequately for review.
8. Supplier grants authorisation to refurbished to (also partly) pause, delay or adjust the Pay-Out schedule in the following cases as a precautionary measure to cover for customer refunds and warranty claims or any other justifiable service-related issue arising from products or services provided by the Supplier until the issue has been resolved:
 - i. Strong negative performance;
 - ii. Violation of the Supplier 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 the Supplier;

- vii. Negative changes in Supplier's credit score;
- viii. Low supplier performance score;
- ix. uncooperative behaviour.

6.4. Daily Pay-Outs

In addition, the following sections only apply to Consumer Electronics:

9. Refurbed offers the possibility to Opt-In for Daily Pay-Out. Daily Pay-Out is the daily Pay-Out schedule on weekdays. The funds will arrive in your bank account in 2-3 business days.
10. 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.
11. Eligibility for Daily Pay-Out provides that (i) more than 45 days have passed since the first sale on the refurbished marketplace and (ii) the Opt-In eligibility criteria are met. The Supplier can 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.
12. Eligibility is assessed based on several criteria, including but not limited to short term condition rate, short term defect rate, stable customer service, historic performance, takeovers and a strong financial status proven by appropriate credit reports.
13. The continuance of the eligibility requirements is continuously monitored. If one of the requirements is no longer met, refurbished warns the Supplier through an alert notification. If the requirements are not restored within reasonable time period defined by refurbished, refurbished will deactivate Daily Pay-Out. Refurbed reserves the right to immediately and without prior notice deactivate Daily Pay-Out at any time as deemed necessary to avoid imminent financial risks due to Supplier behaviour.
14. 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. The Supplier must provide a free option for the customer to return the product if a customer wants to return a product within the withdrawal period or claims a warranty case. Exception: After receiving the product and in cases of warranty rejection with clear personal gross negligence or intent by the customer, the Supplier can request the customer to pay for the return shipping. Gross negligence or intent must be proven by the Supplier. In case of doubt, refurbished reserves the right to decide on the occurrence of gross negligence or intent. The customer must be informed about the possibility of shipping costs in case of warranty rejection prior to the return shipping. After a warranty rejection, the Supplier must be able to prove the actual costs of shipping and send the customer a cost estimate for any additional costs the repair may incur before repair, to allow the customer to decide whether to proceed with the repair or not.
2. Suppliers should provide customers with a free return label via the refurbished Ticket Interface.
3. If a free return label is not provided to the customer within 24 hours (on business days) after the customer inquiry for purchases within 30 days from delivery or due to a warranty claim, the customer may return the product via a carrier of their choice and the Supplier is fully responsible to pay any return fees (this can result in higher costs for the Supplier than a free return label). If in such a case the product gets lost or stolen during shipping and the customer provides proof that the package was sent to the Supplier (i.e. proof of posting with tracking ID), the Supplier must refund the purchase price.
4. The Supplier can offer a return 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, the Supplier 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 the Supplier receives the returned product, the Supplier has 3 business days to repair or replace the product or to compensate the purchase price. Within this period, the Supplier must inform the customer about the return of the product and the tracking ID.
2. Exceptions to paragraph 1:

- For heavy and/or bulky products (ie. products which, when packaged, have at least one side 100cm or longer and/or products weighing 25kg or over) the Supplier has a maximum of 30 business days to repair or replace the product.
 - 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 the customer and the Supplier through the refurbished Ticket Interface.
 - For company vacation policy, please refer to section 2.5.5
3. It is the duty of the Supplier to check the returned product and to verify it was sold by them, before proceeding with any repair.
 4. The Supplier must only dispatch a repaired or replaced product to a different address than the initial order if the customer has explicitly given the instruction. The Supplier 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 the same country, the Supplier can ask the customer to pay for the difference in price (if more expensive) by informing the customer about the respective case via the refurbished Ticket Interface. If the product is shipped to the wrong address, the Supplier must find a solution and pay all required costs to solve the issue. Otherwise, the Supplier must contact refurbished through the refurbished Ticket Interface.
 5. If the package is shipped to the wrong address due to the Supplier's or the Carrier's fault, the Supplier must find a solution and pays all required costs to solve the issue. In such a case the Supplier must offer the customer a compensation (please refer to the Quality Charter / respective Annex, section "Compensation Payment").
 6. The Supplier is responsible for informing the customer about all processes and must be available for all customer queries.
 7. The Supplier must provide a credit note for any invoice amount (full or partial).
 8. Returned products should not be destroyed or thrown away. When possible, Suppliers 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:
 - purchase price including VAT
 - all shipping costs which the customer paid for the product purchase

The Supplier can refund an order via the refurbished Supplier Interface.

1. If the Supplier does not refund the customer within the agreed timeframe of maximum 3 business days after the product arrived at the Supplier and is not responding to contact requests by the customer and/or refurbished, refurbished reserves the right to make the refund to customer in the name of the Supplier and will charge the Supplier for these costs (see Chapter 10 Take Over).
2. Should it not be possible to issue an automatic refund through the refurbished Supplier Interface anymore (e.g. due to order date), the Supplier has to initiate the refund manually via the same payment method used by the customer when the purchase was made. If the Supplier is unable to refund the customer via the same payment method, he can do so via bank transfer or PayPal.

9. Liability and Indemnification

The Supplier is liable internally towards refurbished and releases 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 the product of the Supplier.
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 Supplier's products.
4. Material and legal defects on Supplier's products (especially product safety defects) and causal damages of Supplier's products on customer's properties.
5. Voluntary returns and cancellations of Supplier or those ordered by authorities.
6. (Partial) loss and damage to Supplier's products during transportation to/ from customers.
7. Revocation due to missing legally required revocation instruction to the customer.
8. Administrative penalties due to Supplier 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), competition law, and the like.

10. Take Over

In case a ground for Take Over occurs (please refer to sub-section 10.1.), refurbished reserves the right to take over the Supplier's customer service. The Supplier remains the obligated party in relation to such customer claims. Take Over shall only serve as a last resort.

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

10.1. Grounds for Take Over

1. Complete lack of customer service (e.g. multiple Overdue Tickets in the refurbished Ticket Interface, prolonged unfulfillment of the Service Level);
2. Failure to fulfill refurbished's contractual warranty obligations and other duties from the Supplier Guide and applicable documents.

10.2. Consequences

1. When a Take Over is initiated to assist the customer with their claims, refurbished reserves the right to charge the Supplier any costs resulting from the Take Over.

This includes:

- Partial/complete refunds of the purchase price;
 - Refund of repairs and tests performed by certified and refurbished approved 3rd party repairment shops;
 - Any necessary shipping costs
2. The opening of electronical products from an involved certified and refurbished approved 3rd party repairment shop during the Take Over does not affect the validity of warranty rights. (For more information, please refer to sub-sections 3.5 and 3.6 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 the Supplier, provided that the product in question has been successfully delivered to the Supplier's delivery address previously indicated and approved by the Supplier. If the Supplier

- fails to provide the delivery address upon request within 14 business days, or
- the product could not be delivered to the specified address or
- was not accepted, the ownership of the product shall be automatically transferred to refurbished.

11. Fraud Policy

11.1. refurbished's Fraud Liability

Refurbed does not assume any liability for customer fraud (for example: identity or data theft, credit card fraud).

11.2. Supplier's Fraud Liability

1. Since no valid contract has been concluded between the Supplier and the customer (= fraud victim), the Supplier must refund the purchase price to the customer.
2. In order to prevent fraud, we recommend the Supplier suggests to customers who require a different shipping address to the one the customer originally determined during their purchase, to cancel the purchase and ask them to purchase again with the correct shipping address.
3. If a police report shows that a fraudster has created a customer account through data theft, credit card fraud or the like, the Supplier is liable for the damage suffered if the Supplier has changed the shipping address.

11.3. Klarna's Fraud Liability

Klarna is liable for fraudulent Klarna purchases, if the requirements of their [Klarna Shipping Policies](#) are met.

11.4. Other Fraud Liabilities

1. In the case of unauthorised credit card payments, the credit card company that issued the credit card is liable.
2. If the payment was made by a payment method that is redirecting its customers directly to their bank account, the payment must be disputed with the fraud victim's bank.
3. In both cases, the fraud victim will be asked to report the matter to the police and dispute the payment.

11.5. General process in case of fraud

1. In cases of data theft, the fraudster typically has access to the fraud victim's customer account. Therefore, the conversation between refurbished and the Supplier is to be held via the Refurbed Ticket Interface, in the Supplier Chat between refurbished and the Supplier only, to prevent fraudsters from being informed.
2. If refurbished is contacted by the police or prosecutor related to the initiation of an investigation and legitimately requested to hand over information relevant to the offence, the Supplier is required to give the following data and documents:
 - IMEI/Serial number.
 - Proof of delivery if the parcel has been delivered.
3. If the parcel was delivered to the fraud victim, the Supplier must create a free return label and refund the purchase price once the fraud victim can prove that the parcel has been returned to the Supplier's address.
4. In any case, the Supplier must promptly provide refurbished all information necessary to clarify and resolve a fraud case in a timely manner. If refurbished suffers damage as a result of a lack of response, these costs will be charged from the Supplier.

12. General Rules

1. To prevent uncertainty for the customers the displayed Supplier name must not be similar with 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 Supplier names (e.g. “refurbish-store.com”).
2. It is not allowed to have any agreements with customers for actions outside of the refurbed marketplace (e.g. pricing negotiations, offers to purchase the product outside of refurbed, etc.), to send newsletters or any promotional emails to customers, to invite the customers to any website or accounts, or to ask the customers to fill out surveys or write reviews for the Supplier. The Supplier is not allowed to include flyers or other advertisement material in the shipment packaging which could motivate a customer to purchase a product outside of the refurbed marketplace, whether or not the product/service is related to refurbed’s business model.
3. If the Supplier receives inquiries within the refurbed marketplace which are based on offers to buy/sell products outside of the refurbed marketplace, the Supplier must report and forward this inquiry to refurbed immediately.
4. The Supplier must immediately inform refurbed of any misuse or any other unauthorized use of their Supplier account. Until receipt of such notification, any access and any action or use of services related to the Supplier’s Supplier account will be attributed to the Supplier.
5. The Supplier must inform refurbed immediately about any changes in their economic status (e.g. change of legal form, potential insolvency) and any changes to company data (e.g. company name, address), no later than two weeks after the respective change, in writing or by e-mail to the following addresses seller@refurbed.com and finance@refurbed.com.
6. In case of infringing any of the provisions and restrictions contained in this Supplier Guide, its applicable documents specified in paragraph 9, laws, non-cooperation or intentional damage to the refurbed business refurbed reserves the right to penalize, suspend or deactivate Suppliers completely. If a Supplier is suspended or completely deactivated, then they must continue to support all open warranty cases or customer service requests as long as contractually and legally provided for. refurbed reserves the right to enforce financial penalties and may take legal action against any Supplier that refuses to do so. refurbed, however, also reserves the right to take over customer service for the Supplier and charge open or incurring statutory warranty & contractual supplier warranty cases directly to the Supplier in such cases. For more information regarding the takeover, please refer to section 10 Take Over.
7. If a customer service case of the Supplier turns into a legal case (letter from attorney, consumer protection agency or court claim, etc.), refurbed reserves the right to decide on a goodwill settlement of the case on behalf of the Supplier, if necessary, in order to avoid lengthy and cost-intense court proceedings for both refurbed and the Supplier.

8. The Supplier must comply with all applicable laws and regulations of each jurisdiction in which the refurbished marketplace operates or products are shipped to. The Supplier must particularly observe 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).
9. The Supplier 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. The Supplier should work towards minimizing the negative impacts of their operations on the environment, including energy consumption, water consumption, and air emissions. We encourage our Suppliers to continuously reduce waste. All hazardous substances must be safely handled, moved, stored, used, reused and disposed.
10. The information, data, documents, business and trade secrets, ideas, know-how, codes, etc. ("Information") that become known to the Supplier in the course of the business relationship with refurbished, regardless of the means by which they were received (electronically, in print, notion, etc.), are strictly confidential. Excluded are such information that is already generally publicly known or expressly designated by refurbished as non-confidential. Therefore, the Supplier is prohibited from using confidential information for purposes outside the scope of the Supplier Guide or providing it to third parties without authorization. The confidentiality obligation remains in effect after the termination of the contract.
11. The Supplier Guide becomes effective with the first offer created for one product by the Supplier available for sale in one of the refurbished marketplaces, or after 30 days if the Supplier has not objected to the Supplier Guide's amendments pursuant to section 13. The Supplier Guide is concluded for an indefinite period. It can be terminated by either Party with a notice of three months at the end of a month.
12. The Supplier grants refurbished an indefinite, free, non-exclusive, global and transferrable right to use their company logos and product presentations for the purpose of advertising the Supplier's products on the refurbished marketplace. In addition, Supplier allows refurbished to modify product presentations like photographs, descriptions and graphics in order to optimize the representation.
13. If one of the provisions of this Supplier Guide is or becomes ineffective, the effectiveness of the remaining provisions is not affected.
14. For Suppliers using Shopify in the distribution of their goods, we expressly refer to the additional application of Shopify's General Terms and Conditions.
15. The Supplier 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 Supplier Guide is Vienna.
16. refurbished informs the Supplier about its internal complaint-handling system according to Art. 11 Regulation (EU) 2019/1150 accessible via complaint.management@refurbed.com.

13. Amendment of the refurbished Supplier 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 Supplier Guide and its Annexes anytime. refurbished will inform all Suppliers via e-mail or other electronic information systems about the changes at least thirty (30) days before the amendments are coming into effect. Through the announcement of such an amendment the Supplier has the right to terminate the partnership in writing and to stop selling on the refurbished marketplace until the effective date of the amendment. If the Supplier does 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.

14. Links to documents referred to in the Supplier Guide

1. [Refurbished warranty conditions](#)
2. [Refurbished GTC](#)
3. [FAQs](#)
4. [refurbished Supplier Interface Guide](#)
5. [Klarna Shipping Policies](#)
6. [Legal Agreements for PayPal Services](#)
7. [Shopify GTC](#)
8. [Supplier Infobase](#)

15. Signing

Hereby Refurbed Marketplace GmbH (“**refurbed**”) and the below signing partner agree that the following documents form an integral part of the contract: 1. refurbed Supplier Guide, 2. refurbed Quality Charter for Consumer Electronics and Sport, 3. the Annexes, 4. refurbed Terms & Conditions, 5. the Joint Controller Agreement, 6. the refurbed marketplace warranty policy and FAQs as well as all other information contained on the refurbed marketplace.

Company Information Partner:

Name:

Role:

Company:

Signature:

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

Company Information refurbed:

Refurbed Marketplace GmbH

Jakov-Lind-Straße 7

1020 Vienna, Austria

Signature: