

Supplier Guide Update 05/2024

Overview of changes compared to version 03/2024

Chapter 1 – Onboarding	Clause 1.1. included a post-onboarding process, in particular: • background/credit check for the continuance of the relationship Clause 1.9. included additional off-boarding/suspension: • if a credit check reveals a low credit score indicating a potential risk of insolvency.
Chapter 2 – Supplier Criteria	Clause 2.1. Company Location, included additional location for business premise: • European Free Trade Association (“EFTA”). Clause 2.2. 30 days Right of Withdrawal - 18 December was changed to one week before Christmas (24.12.) Clause 2.3. 24 Month Statutory (Local Legal) Warranty (or longer) • Improved differentiation of “statutory” warranty from the Contractual Supplier warranty ◦ Local statutory warranties apply irrespectively to the below contractual supplier warranty. Clause 2.6. Professional Customer Service • Changed wording and introduction of Zendesk Ticketing Tool • (new) dedicated ticketing tool provided by refurbished in collaboration with Zendesk (“Zendesk Ticketing Tool”). • The sections below Clause 2.6. shall define quality criteria to be observed when communicating with customers. For additional terms applicable to the use of the Zendesk Ticketing Tool, subchapter 2.7. must be observed. • All mentions of “refurbed Ticket Interface” changed to “Zendesk Ticketing Tool” Clause 2.8. Customer service case turns into a legal cases • Moved location from chapter 12 to Professional customer Service Chapter and explicit applicability of Chapter 10 Take-Over. Clause 2.7. Zendesk Ticketing Tool Software Terms • New chapter, description and obligations coming about from new Ticketing Tool Zendesk for customer communications. • Supplier needs to agree and adhere 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 refurbished or by the Vendor (Zendesk). Documentation links: ◦ Policies and Guidelines ◦ Agreements and Terms • Pre-defined “seats” for individual use. ◦ Logins must not be shared; can be reassigned. ◦ Refurbed provides setup instructions. • Master Subscription Agreement: ◦ Without limitations of the above, acknowledge and comply with Section 2.1. of the Master Subscription Agreement.

	- Consequences of non-compliance: - Chapter 9 (Liability and Indemnification) applies.
Chapter 5 – Invoice	Clause 5.6. included audit rights for offer of marginal taxed products, in particular: The Supplier grants refurbished audit rights to the Supplier's records related to marginally taxed products to ensure compliance with respective marginal tax regulations.
Chapter 6 – Payment Terms	Clause 6.1.: Update Base Commission for the following categories: <u>Consumer Electronics:</u> Toys: removed <u>Sports:</u> Included “E-Scooters” to Bikes section: 10.0% Gym Equipment: 8% Winter Sport: 12.0% Golf Clubs: 10% Clause 6.1. para 7: moved up from 6.3. Subchapter Pay-Out 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. The sales report is made available for download on the Supplier Interface. Clause 6.3., para 2: The Supplier may not request to change their Payment Service Provider account and/or IBAN of their Pay-Out bank account unless the account provided is registered to the same legal entity or legal representative that is applicable to this Supplier Guide. The direct debit mandate (SEPA Mandate) must be linked to the same account indicated as the Pay-Out bank account. Clause 6.3, para 3: Included Pay-Out report The Supplier receives a Pay-Out report for each Pay-Out which itemizes all orders and commissions consisting of the respective paid amount. The Pay-Out report will be made available for download on the Supplier Interface. Clause 6.3. para 4, changed/removed previous wording The provided Supplier offer price will be displayed on the refurbished marketplace in the local currency. The Supplier offer price in the local currency will consider the respective exchange rate.

	Clause 6.3., para 5: Included possibility to multicurrency Pay-Out The Supplier can add bank accounts in all the supported currencies of the platform. If a bank account's currency matches the currency in which the customer was charged, the Pay-Out may be made using this bank account. If there is no bank account in the currency the customer was charged in, the amount the Supplier receives is converted to the currency of the default connected bank account and transferred to this account. Sub-chapter 6.4. Daily Pay-Out: Sections may also be applied to Sports and SDA, if appropriate
Chapter 7 - Return Process	Clause 7.1. Free Return Label, included the following: - Customer fault must be assessed in view of them being laymen; - Only appropriate and necessary (shipping) costs may be claimed.
Chapter 9 - Liability and Indemnification	Further specification of liability, including new para 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 14, particularly those referenced in Section 1-6 in Subchapter 2.7. "Zendesk Ticketing Tool Software Terms".
Chapter 12 - General Rules	Para 5; included applicability of localised Terms&Conditions and warranty policy. The Supplier accepts the applicability of the localised 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 the Supplier in the Supplier Information Page.
Chapter 14 - Links to documents referred in Supplier Guide	Included/rephrased the following: Para 1: Localised Refurbished marketplace warranty policy, as applicable to respective country domain and made available on the Supplier Information Page.

	Para 2: Localised refurbished Terms & Conditions, as applicable to the respective country domain and made available on the Supplier Information Page. Para 3: Supplier Information Page Para 10: Zendesk Policies and Guidelines Para 11: Zendesk Agreements and Terms
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