

refurbed Seller Guide 2025



refurbed

refurbed strictly confidential

Table of Contents

1. Onboarding	5
1.1 refurbished's offer	5
1.1.1 Services included for all Sellers	5
1.1.2 Optional Services for Sellers	5
1.1.3 Other Distribution Channels and Affiliate Programs	5
1.1.4 Ancillary Services	5
1.2 Registration and Onboarding	6
1.3 Product Listing	7
2. Seller Criteria	8
2.1 Company Location	8
2.2 30-day Right of Withdrawal	8
2.3 24-Month Statutory (Local Legal) Warranty (or longer)	8
2.4 Contractual Seller Warranty	9
2.5 Inventory Management	9
2.6 Professional Customer Service	9
2.6.1 Customer Service through the Zendesk Ticketing tool	9
2.6.2 Customer Service in local language	9
2.6.3 Conversations with refurbished through the Zendesk Ticketing Tool	9
2.6.4 Response time to customer requests	9
2.6.5 Vacation Policy	10
2.6.6 Response Quality	10
2.6.7 Proactive customer support	10
2.6.8 Use of Artificial Intelligence (AI)	10
2.6.9 Customer service case turns into a legal case	10
2.7 Zendesk Ticketing Tool Software Terms	10
3. Product Criteria	12
3.1 Refurbished products and non-new products	12
3.2 Product Presentation	12
3.3 Legal Product Origin	12
3.4 Product Safety	12
3.5 Scope of Delivery	12
4. Order-Shipment-Process & Packaging	13
4.1 Order-Shipment Process	13
4.2 Packaging	13

4.2.1 Branding and Flyers	13
4.2.2 Labelling	13
4.3 Shipment Issues handling	14
4.3.1 Shipment Delay	14
4.3.2 Shipment not received after successful delivery	14
4.3.3 Product damaged during shipping (Seller to customer)	14
4.3.4 Product damaged due to inadequate packaging (Customer to Seller)	15
4.3.5 Lost Shipment (Seller to customer)	15
4.3.6 Lost Shipment (customer to Seller)	15
4.3.7 Customer receives only the parcel, without the ordered product (Seller to customer)	15
4.3.8 You receive only the parcel, without the returned product (customer to Seller)	16
4.3.9 No drop-off point in customer's area	16
5. Invoicing and Tax Compliance	17
5.1 Invoices	17
5.2 Tax Compliance	18
5.3 Business Customers	18
6. Payment Terms	19
6.1 Commission	19
6.2 Payment Methods	22
6.3 Pay-Outs	22
6.4 Daily Pay-Outs	24
7. Return Process	25
7.1 Free Return Label	25
7.2 Returns handling	25
8. (Partial) Refund of Purchases	27
9. Liability and Indemnification	28
10. Take Over	29
10.1 Grounds for Take Over	29
10.2 Consequences	29
10.3 Ownership of devices after Take Over	29
11. Fraud Policy	30
11.1 refurbished's Fraud Liability	30
11.2 Seller's Fraud Liability	30
11.3 Klarna's Fraud Liability	30
11.4 Other Fraud Liabilities	30
11.5 General process in case of fraud	30
12. General Rules for the Use of the Platform	31
13. Data	33
13.1 refurbished's access to platform data	33

13.2 Your access to platform data.....	33
13.3 Your access to aggregated data	33
13.4 Data transfer to third parties	33
13.5 Personal Data.....	34
14. Dispute Resolution	35
14.1 Seller Complaints.....	35
14.2 Mediation	35
14.3 Applicable Law and Jurisdiction	35
15. Term, Termination and Penalties	36
15.1 Effective Date and Term.....	36
15.2 Penalties and Termination without notice.....	36
15.3 Open Warranty Cases	36
16. Amendment of the refurbished Seller Guide	37
17. Links to documents referred to in the Seller Guide	38
18. Signing.....	39

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 behaviour 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

4. **Trade-In Program:**
You can choose to participate in the refurbished Trade-In Program which allows customers to sell their used smartphones (refurbished reserves the right to expand the Trade-In Program to other categories). If the device meets the quality criteria, Refurbed Direct GmbH buys the device from the users/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 marketplace (depending on a positive credit check) and operates under its own Terms and Conditions.
5. **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 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. The implementation of collaborations is contingent upon refurbished's internal resources, operational capacity, and strategic objectives.
2. Voucher Program Partnerships: refurbished engages in collaborative voucher programs with SDA Sellers to jointly fund promotional offers and enhance product visibility. This opportunity is presently available to all Sellers within the SDA category. The implementation of collaborations is contingent upon 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 marketplace, providing opportunities for expanded commercial partnerships.

1.1.4 Ancillary Services

The Refurbed Group provides additional services through its affiliated companies. Refurbed Direct GmbH ("refurbed Direct") operates as a Seller of accessories on the platform, while Refurbed Plus GmbH ("refurbed Plus") acts as an insurance broker, offering complementary services (refurbed 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. Currently Sellers must not offer those services on the marketplace.

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 and asking for background and/or credit checks 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.
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”).
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.
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 Chapter 0 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 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 refurbished, for which refurbished shall have full discretion. In the event that refurbished determines, at its sole discretion, not to onboard you during the onboarding process, both refurbished and you acknowledge and agree that no precontractual guarantees or liabilities shall arise hereto.
11. refurbished also reserves the right to offboard or suspend you from the refurbished marketplace in case of poor sales performance, if a credit check reveals a low credit score indicating a potential risk of insolvency, or cooperation issues.
12. refurbished reserves the right to establish sales quotes for your Seller Account and specify a maximum purchase limit. You will be notified in writing when your account approaches the established limit. If you exceed 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 you.

1.3 Product Listing

1. You must ensure that your offered products are created via the refurbished Seller Interface either manually, via API or integrator and you are responsible for the complete accuracy of the content 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. You must be able to ship to all relevant refurbished 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 product. The customer must request a 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 0, 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 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, you must offer a 24-month (or depending on the local laws: longer) statutory warranty period (*Gesetzliche Gewährleistung*) for movable physical items in all European markets. Local statutory warranties apply irrespectively to the below contractual Seller warranty. 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, you 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 you cannot prove that the defect in question was caused by the customer, you 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 you. If both repair and replacement are impossible, you 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 (partial) refund must be made. After 12-months of the statutory warranty period, you must only repair, replace, perform price reduction or refund when the customer can prove that the defect lies within your responsibility. Otherwise, the statutory warranty does not apply anymore. The applicable statutory warranty law is always the law of the customer’s domicile.

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 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, 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 a 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 sub-section 0. 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 outside of refurbished) with customers outside of the refurbished marketplace. 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 matters 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 sub-section 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 5 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

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. You must communicate in full sentences (no bullet-points) and with the goal to find a solution as fast as possible. If you offer a poor service (e.g. not responding within the agreed response time limit and quality), refurbished reserves the right to intervene.

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 will potentially result in a better quality rating for you.

2.6.8 Use of Artificial Intelligence (AI)

You must notify refurbished via reporting@refurbed.com before using any AI solutions to engage in customer communications. It is your responsibility to ensure that the AI solutions comply with this Seller Guide, including in particular section 2.6 Professional Customer Service. refurbished 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 turns into a legal case (letter from attorney, consumer protection agency or court claim, etc.), refurbished 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 refurbished and you. In case of non-cooperation, Chapter 10 Take Over applies.

2.7 Zendesk Ticketing Tool Software Terms

Refurbed 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 refurbished directly.
2. You receive per 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. Refurbed provides you with instructions on how to set-up Agent Logins.
3. You hereby expressly agree to and shall 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, 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. Without limiting the above, you particularly acknowledge section 2.1 of the applicable Master Subscription Agreement entered into between refurb and the Vendor, which shall be applicable to you, as made available in the Seller Guide attachments and/or distributed from time to time by refurb or by Vendor, including on the Vendor's website.
5. You acknowledge that non-adherence or non-compliance by you or your associates may cause refurb to be in breach of the 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.
6. The above sections 1-6 shall apply mutatis mutandis also to any and all terms and conditions, policies, guidelines and similar contractual documentation 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), whether they are notified from time to time to you by refurb, the Vendor, the provider of the third-party application or by any other means.
7. You acknowledge that any violation of the provisions outlined in this sub-section 2.7, failure to adhere to refurb's usage instructions for Zendesk or intentional misuse of Zendesk (e.g. modify tickets 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 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.

3.2 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. You undertake the responsibility to oversee your 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 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.

3.4 Product Safety

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

If you use spare parts, you ensure that the spare part is compatible for use in the product with regards to its conformity with all applicable EU product safety laws. This includes that the spare part maintains the original function and safety of the product as intended by the manufacturer.

3.5 Scope of Delivery

All products sold with charging capabilities must include a power charging block and a charging cable, unless otherwise stated. For smartphones, power charging blocks must not be included, and the charging cable must have a USB-C connection.

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 / order details.
2. You must upload the tracking ID on the same day that the product is dispatched. This 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.
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 for every order item.

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.

4.2.1 Branding and Flyers

Any branding on the boxes must be agreed upon in writing by refurbished prior to use. You must not include flyers or other advertisement material in the shipment packaging which could motivate a customer to purchase a product outside of the refurbished marketplace, regardless if the product or service is related to refurbished'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 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, 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):

- 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.

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

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 (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
- Photo of the shipping label, including the tracking ID

If the customer has already disposed 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 premise, 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, 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, you shall document any damage to the external packaging through pictures.

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 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, 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 premise 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 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 (Seller to customer)

If a customer states that they have received the parcel without the ordered product, you must open an inquiry of finding the product and reconstructing 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.
- 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, you must refund the customer within 72 hours on business days. refurb reserves the right to issue a Take Over in these situations (see Chapter 10 Take Over).

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. document showing the exact parcel **weight** at the moment of shipping), you 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.

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, refurb may request that you arrange a pick-up at the customer's location at your expense. Alternatively, refurb 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 investigation and circumstances of the return.

5. Invoicing and Tax Compliance

5.1 Invoices

1. You 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 Zendesk Ticketing Tool. 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 send such invoice within 24 hours from 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:
 - i. Your name and address;
 - 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; Your VAT identification number (UID number) and VAT number of the recipient if it is a B2B sale.
 - ix. 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 a wrong product was returned, refurbished must decide in favour of the customer. Invoices must always contain a VAT number if a customer requests it (exception: specified in paragraph 2.2.3 – “marginal products” and paragraph 5.3.3 – “intra-community delivery”).
5. Per default, the VAT of the country of delivery is recorded per order. Refurbed 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).

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 in case of scrutiny from the tax authorities. You grant **refurbed** audit rights to your records related to marginally taxed products to ensure compliance with respective marginal tax regulations.

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 paragraph 2.1.2).
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 - marginal 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. You agree to provide full and timely cooperation in the event of any investigations, inquiries, audits, or proceedings initiated by tax authorities or any other competent governmental bodies concerning Value Added Tax (VAT) matters related to the supply of goods or services under this Agreement.
6. 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 & Tablets		9%
	Laptops & PCs	(Including related accessories and monitors)	10.5%
	Macbooks & iMacs		9.5%
	Audio	(E.g. headphones, speakers, musical instruments, headsets, etc.)	10%
	Wearables	(E.g., smartwatches, fitness trackers, etc.)	11 %
	Cameras	(E.g., cameras, video cameras, VR headsets, etc.)	13%
	Gaming	(E.g., consoles, gaming laptops, gaming accessories, gaming set ups, etc.)	12%
	Other CE	(E.g., drones, printers, scanners, GPS, other computer accessoirers etc.)	13%

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 & E-Scooters		10%
	Gym Equipment		8%
	Winter Sport		12%
Kids' Equipment	Golf Clubs		10%
	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 and refund requests due to delivery delays caused by you. 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. 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 different types of marketing campaigns to the end-customer.
 - i. **You do 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. You will be informed about the actual sales prices for your invoice creation towards the customer.
 - iv. You will see information about the discount amount covered by refurbished in your 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), including “Braintree PayPal” and “Hyperwallet” (PayPal Services)
2. Bank transfers using a mandatory direct debit mandate (SEPA Mandate) are required in case a payment cannot be settled via a payment service provider. 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 and 6.1.6.
 - 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 does not respond to refurbished’s employees.
 - v. If refurbished has to take over a refund, which for technical reasons cannot be completed by you (e.g. because of an open dispute with a payment service provider).
 - 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.

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 you according to the agreed Pay-Out schedule e.g. weekly, monthly or Daily Pay-Out.
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 refurbished 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 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 you receive is converted to the currency of the default bank account and transferred to this account.

6. 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 in risk of turning negative, you are notified by an automated alert notification.
7. In case of a negative balance of more than 30 days or if you are permanently deactivated from the refurbished marketplace, refurbished takes over negative balances and will charge such balances to you. In case of non-payment, refurbished will ultimately pursue these claims against you in court.
8. In case of poor performance or disregard of the refurbished Seller Guide and its applicable documents, you grant refurbished the authorisation to adjust the Pay-Out schedule adequately for review.
9. You grant 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 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 behaviour.

6.4 Daily Pay-Outs

1. Refurbed offers the possibility to Opt-In for Daily Pay-Out. Daily Pay-Out is the daily Pay-Out schedule on weekdays. The funds are expected to arrive in your bank account in 2-3 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 refurbished 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 short term condition rate, short term defect rate, stable customer service, historic performance, takeovers and a strong financial status proven by appropriate credit reports.
5. The continuance of the eligibility requirements is continuously monitored. If one of the requirements is no longer met, refurbished warns you through an alert notification. If the requirements are not restored within a reasonable time period, defined by refurbished, refurbished will deactivate Daily Pay-Out.
6. 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 your behaviour.
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 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. This is the case where the return is from the shipping address indicated in the order or to any address in the same country as the original shipping address. Exception: After both receiving the product and the warranty was rejected due to clear personal gross negligence or intent by the customer, you can request the customer to pay for the appropriate and necessary return shipping costs. Gross negligence or intent must be proven by you. 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 due to customer fault prior to the return shipping. After a warranty rejection, you must be able to prove the appropriate and necessary 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. 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 the return labels in the packaging or outside of Zendesk Ticketing Tool.
3. You must provide a free return label i to the customer within 24 hours (on business days) after a customer requested a return for orders within the withdrawal period or orders due to a warranty claim. If this does not occur the customer may return the product using a carrier of their choice and you are fully responsible to pay any return fees (which result in higher costs for you 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 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 compensate the purchase price. Within this period, you must inform the customer about the return of the product and the tracking ID.
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 instruction 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 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 a 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. Particularly those referenced in section 1-6 in sub-section 2.7. "Zendesk Ticketing Tool Software Terms".

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 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.

10.1 Grounds for Take Over

1. Significant lack of customer service (e.g. multiple Overdue Tickets in the Zendesk Ticketing Tool, prolonged unfulfillment of the Service Level);
2. 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 your claims, refurbished reserves the right to charge you 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 you, provided that the product in question has been successfully delivered to your delivery address previously indicated and approved by you. 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
- 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 Seller's Fraud Liability

1. Since no valid contract has been concluded between you and the customer (= fraud victim), you must refund the purchase price to the customer.
2. In order to prevent fraud, we recommend that you suggest to customers who require a different shipping address to the one the customer originally determined during your 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, you are liable for the damage suffered if you have changed the shipping address.

11.3 Klarna's Fraud Liability

Klarna is liable for fraudulent Klarna purchases, if the requirements of the 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, to prevent fraudster from being informed, all communication between you and refurbished should happen only through the internal (Seller) Chat in the Zendesk Ticketing Tool.
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, you are required to give the following data and documents:
 - IMEI/Serial number.
 - Proof of delivery if the parcel has been delivered.
 - Any other documents requested.
3. If the parcel was delivered to the fraud victim, you must create a free return label and refund the purchase price once the fraud victim can prove that the parcel has been returned to your address.
4. In any case, you must promptly provide refurbished all information necessary to clarify and resolve a fraud case in a timely manner. If refurbished suffers damage because of a lack of response, refurbished will charge you these costs.

12. General Rules for the Use of the Platform

1. You must immediately inform refurbed 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 refurbed immediately about any changes in your 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.
3. You must comply with all applicable laws and regulations of each jurisdiction in which the refurbed 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 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).
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 to 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). Refurbed shall be entitled to display your self-certification on the refurbed marketplace
5. You accept the applicability of the localised refurbed Terms & Conditions and refurbed marketplace warranty policy for each refurbed market and that these may differ depending on the local legislation of the respective refurbed market, which are published on the refurbed website as applicable to the respective country domain and additionally made available to you in the Seller Information Page.
6. 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 air emissions. We encourage you to continuously reduce waste. All hazardous substances must be safely handled, moved, stored, used, reused and disposed.
7. 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 refurbed marketplace.
8. 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 refurbed, 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 is already generally publicly known or expressly designated by refurbed 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.

9. 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 provided materials. You will indemnify refurbished against any third-party claims arising from rights defects, unauthorized use, or infringements, including all related costs, damages, and expenses.
10. If one of the provisions of this Seller Guide is or becomes ineffective, the effectiveness of the remaining provisions is not affected.
11. If you use Shopify in the distribution of your goods, we expressly refer to the additional application of Shopify's General Terms and Conditions.

13. Data

To provide services on the platform, refurbished receives and generates personal data and other data by Sellers and refurbished customers.

13.1 refurbished's access to platform data

refurbished has access to all data provided or generated on the platform (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 sub-section 6.2. This includes your communication with refurbished customers.

13.2 Your access to platform data

1. refurbished provides you 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 platform, 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 platform 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 refurbished-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 platform services to you.

13.5 Personal Data

Any personal data processed in connection with acting as a Seller on the refurbished platform 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's website and amended from time to time.

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 complaint-handling system accessible via complaint.management@refurbed.com where you may submit any claim, complaint or request.
2. Depending on the complexity of the request, refurbished will get back to you within a reasonable amount of time (approx. within 14 days).

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**", <https://www.cedr.com/p2bmediation/>; see application form: <https://www.cedr.com/wp-content/uploads/2020/07/P2B-Application-Form-8-July-1.pdf>) 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 suitable 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 a month.

15.2 Penalties and Termination without notice

1. In case of infringing any of the provisions and restrictions contained in this Seller Guide and its applicable documents specified in Chapter 0 Links to documents referred to in the Seller Guide, 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.
2. 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.
3. Suspension includes a (temporary) restriction on the sale of a specific products, all products, or products in a particular refurbished market.
4. Deactivation includes a permanent termination of sale on the refurbished marketplace and your accounts (i.e. Seller Interface, Zendesk).

15.3 Open Warranty Cases

If you are suspended, completely deactivated or this Seller Guide is terminated (according to 15.1. or 15.2.), 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 are coming 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 with a notice period of 15 days. 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 to documents referred to in the Seller Guide

1. Localised refurbished marketplace warranty policy, as applicable to respective country domain and made available on the Seller Information Page
2. Localised refurbished Terms & Conditions, as applicable to the respective country domain and made available on the Seller Information Page
3. Terms and Conditions for Trade-In Program
4. Seller Information Page
5. FAQs
6. refurbished Seller Interface Guide
7. Klarna Shipping Policies
8. Legal Agreements for PayPal Services
9. Shopify GTC
10. Seller Infobase
11. Zendesk Policies and Guidelines
12. Zendesk Agreements and Terms

18. 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 Seller Guide, 2. refurbed Quality Charter for Consumer Electronics and if applicable the Quality Charter for Sports Equipment and/or for Kid’s Equipment, 3. the Annexes, 4. the localised refurbed Terms & Conditions, 5. the Joint Controller Agreement, 6. the localised 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 Seller’s company before onboarding.

Company Information refurbed:

Refurbed Marketplace GmbH

Jakov-Lind-Straße 7

1020 Vienna, Austria

Signature: