

Mercateo Unite Terms of Use

Mercateo Unite represents a network for your business relations. Customers and Providers can liaise directly on Mercateo Unite. This connection leads to direct contractual relationships between the involved parties. Mercateo Unite is not rigidly subdivided into the classic role of the Provider and Customer but represents a flexible interconnection of the parties with each other with the goal of rendering services to one another. Mercateo Unite offers the partners a variety of features allowing for business transactions to be processed between the parties. For these features, special conditions shall apply in addition to these Terms of Use for Unite.

A. General section

§ 1 Definitions, registration, inclusion of the General Terms and Conditions

1. Subject matter

The Mercateo Unite B2B network provides companies with an opportunity to offer goods and services to each other and/or to purchase or use them within the framework of a service contract based on the following Terms of Use. Unite shall not become a contractual partner in the contracts concluded solely between the users of the Mercateo Unite B2B network.

2. Definitions

- a) Mercateo Unite is the B2B network by Unite Network AG which allows companies to network and process procurement transactions.
- b) Unite Network AG (hereinafter referred to as "Unite") shall be the contractual partner for the services rendered by Mercateo Unite. This shall exclude the products and services offered by the Provider.
- c) A User is any entrepreneur who uses Mercateo Unite irrespective of whether they act as a Provider or Customer.
- d) An entrepreneur means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of their or its trade, business or profession, as well as freelancers, authorities, corporations under public law and associations.
- e) The Provider shall refer to the contractual partner who sells their goods and/or services to Customers using the Mercateo Unite platform.
- f) The Customer shall refer to the company to which the Provider delivers their goods and/or renders services based on an existing agreement.

3. Users must register to be able to use Mercateo Unite. The registration is subject to activation by opening a Mercateo Unite account based on the Terms of Use for Unite and the Data Privacy Statement for Unite.

4. Upon registration, an agreement concerning the use of the Mercateo Unite platform (referred to hereinafter as "User Agreement") is concluded between Unite and the User. There shall be no entitlement to conclude a User Agreement.

5. In the contractual relationship between Unite and the User, these Terms of Use in the applicable version shall exclusively apply. The Terms of Use for Unite can be viewed and printed at <https://unite.eu>.
6. In individual cases, special terms and conditions of Unite or the terms and conditions of the respective contractual partners shall apply in addition to these Terms of Use for Unite. Such terms and conditions shall be referred to separately.

§ 2 Access conditions

1. The User guarantees that they shall use Mercateo Unite in accordance with the legal framework as well as commonly accepted moral values.
2. Mercateo Unite is only available to entrepreneurs.
3. Natural persons acting as entrepreneurs must be at least 18 years of age.

§ 3 Electronic communication, responsibility for access data

1. The User shall agree to communication in writing, e.g., via e-mail, unless mandatory legal stipulations require another type of communication.
2. The sender of an e-mail without an electronic signature cannot object to the contents of the declaration being incorrect as long as they have not produced evidence to the contrary.
3. The User shall provide the data requested by Unite upon registration completely and correctly. If the submitted data changes after registration, the User shall update the information in their Mercateo Unite account without delay.
4. The User shall be responsible for keeping the access data to their Mercateo Unite account confidential.
5. The User shall agree to be responsible for all activities on their Mercateo Unite account unless the User has taken

all necessary and reasonable precautions to ensure that the access data for the Mercateo Unite account was kept confidential and in a safe place.

6. The User shall inform Unite without delay if they suspect that an unauthorised third party has gained knowledge of the access data or used the access data without authorisation or this can be anticipated.

§ 4 Limitation of features

Unite reserves the right to adjust individual service components to be state of the art and/or change the scope as long as major features of the network remain unchanged.

§ 5 Blocking, termination

1. Unite shall have the right to take one or several of the following measures if there is any indication that the User does not comply with or violates legal stipulations, third-party rights, the Terms of Use for Unite or any other agreements between Unite and the User:
 - a) Notifying the User in connection with the formal requirement to cease or change such conduct;
 - b) Deleting the respective content;
 - c) Limiting the features of Mercateo Unite;
 - d) Temporary blocking;
 - e) Final blocking; Unite shall have the right to ban the User from using Mercateo Unite indefinitely ("final blocking") if
 - (1) the User causes a substantial degree of damage for Unite, particularly by using the services or features of Mercateo Unite in violation of the Agreement or for other purposes;
 - (2) the User repeatedly or to a substantial degree violates legal stipulations;
 - (3) if the User handles user data in a way which infringes data protection law;
 - (4) there is another important reason authorising Unite to terminate this Agreement extraordinarily.
2. In the event of temporary blocking, Unite shall decide on the unblocking of the User at Unite's reasonable discretion, having obtained the opinion of the User, and notifying the User of the decision in due time.
3. When choosing from the aforementioned measures, Unite shall take into consideration the interests of the User, particularly whether there is any indication that the User has not or predominantly not caused the violation.

4. Users may terminate this User Agreement at any time unless a longer period has been agreed upon to farther-reaching contractual obligations. Unite may terminate the User Agreement by notice with a term of three months from the end of the month of notification. The right to block a User shall remain unaffected. Notwithstanding a blocking or termination, contracts that are not completed at the time at which the termination or blocking becomes effective shall be duly processed.

§ 6 Liability of Unite

1. Unite shall not be held liable for limited capacity or availability (e.g., system failures, non-accessibility, non-availability, data loss) which were not caused by Unite, particularly those caused by reasons which are beyond Unite's control (e.g., disruptions or outages of the telecommunication network). Unite shall not be held liable if they were caused by technical or operational aspects which are within Unite's control but do not exceed in one year a limit of 0.5 per cent of the hours. Previously announced maintenance work between 10.00 pm and 6.00 am as well as at weekends and on national holidays shall not be deemed an outage. Limited capacity or availability shall not represent faulty performance on Unite's behalf.
2. Irrespective of the previous statement, Unite shall be fully liable for damages sustained by a contractual partner – regardless of the legal reason – arising from injury to life, body, or health attributable to a failure by Unite, their statutory representatives, or Unite's vicarious agents to comply with their duties, as well as any other damages which are based on an intentional or grossly negligent failure by Unite, their statutory representatives, or Unite's vicarious agents to comply with their duties.
3. Unite shall be liable for any other damage resulting from simple negligence, in case of infringement of a material contractual obligation if it is typical of this type of contract and was reasonably predictable at the time the contract was concluded.
4. Material contractual obligations are such obligations, the fulfilment of which is a prerequisite for proper implementation of the contract and on the compliance of which the User relies and may rely and the breach of which will put the achievement of the contractual purpose at risk.
5. Unite shall not be responsible for the content uploaded by the users and does not adopt them as Unite's own.

§ 7 Embargo regulations

1. The User declares and ensures that they and any companies affiliated with them and their financial institutes, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations, the US Government, the European Union or its member states.

- The User declares and ensures that the legal transactions executed through Mercateo Unite, including the capital and payment transaction relating to them, are not affected by an embargo measures.

§ 8 Data protection

The User guarantees to comply with any applicable national and international legal stipulations on data protection, in particular the General Data Protection Regulation (GDPR), as well as any potential subsequent or complementary regulations within the User's field of responsibility and at the User's own cost.

§ 9 Indemnity

- The User shall indemnify Unite and Unite Financial Services GmbH against all justified claims which other users or other third parties assert against Unite and Unite Financial Services GmbH due to a culpable infringement of legal, contractual stipulations and/or other culpable behaviour relating to the use of Mercateo Unite.
- In particular, the indemnity shall include the performance which Unite has to render for third parties, such as compensation for damages, contractual penalties due to the contravention of declarations of discontinuance or commitment which are under contractual penalty, or fines, and the expenses incurred by Unite due to a claim, such as costs incurred by Unite for the appropriate protection of their rights.
- The indemnity shall apply to the same extent to the executives, board members, employees, legal representatives and deputies of Unite and Unite Financial Services GmbH.
- Any claims from this shall be barred in accordance with the legal periods of limitation, starting at the end of the year in which the claims were asserted against Unite.
- If the User would like to integrate their affiliated companies (third-party users) into Mercateo Unite as well, the User shall be obligated to create these third-party users in the Mercateo Unite account. The User shall also be obligated to use solely the addresses stored in the Mercateo Unite account for billing purposes. If the User uses billing addresses that are not stored in the account, the User shall assume the unlimited obligation, until revoked by the User, to make provision for any third-party users in such a manner that enables them to cover any present and future liabilities towards Unite and/or the providers with whom liabilities were established through Unite. .
- The User shall be exclusively responsible for third-party users which have been connected through the Mercateo Unite account reading and accepting the respective conditions of contract towards Unite. The User shall be liable if the third-party users fail to comply with the agreements made between the contractual partners. The User shall indemnify Unite against all third-party claims which arise from such a non-compliance..

§ 10 Governing law, jurisdiction

- German law, excluding the UN Convention on Contracts for the International Sale of Goods, shall apply.
- The exclusive place of jurisdiction for all disputes arising between Unite and the User shall be Munich if the Customer is a business entity, a legal entity under public law or a special fund under public law.
- Notwithstanding the previous provision, Unite shall be entitled to file a lawsuit at any other legally permissible general place of jurisdiction

§ 11 Amendment of the Terms of Use

The User shall be notified of any reasonable amendments of non-essential regulations of these Terms of Use in writing or text form. The amendments shall be deemed to be accepted if the User does not object to them in writing or text form. Unite shall emphasize this consequence in the notification. The objection must be delivered within six weeks of receipt of the notification. In the event that the User objects to an amendment, Unite shall be entitled to terminate the contractual relationship.

B. Special section

In principle, the users agree to establish and perform their contractual relationship with one another based on the following terms and conditions. These terms and conditions represent only a general framework for cooperation.

§ 12 Application of conflicting regulations

- The ranking order of the contract terms shall be dependent on the following order. In the case of possible valuation conflicts, the regulations shall apply in the following order and shall precede the respective regulation that is subordinated in the ranking order.
 - If the use of Mercateo Unite should take place via the pre-integration into a third-party system and in the context of this integration deviating contractual conditions between the user and the provider of the third-party system have already been agreed, these take precedence.
 - If the User refers to contractual terms of their own following the activation of their accounts, these terms shall take precedence over this Special Section of the Terms of Use for Mercateo Unite.
 - If the User refers to additional contractual terms of their own following the activation of their accounts, these terms shall apply in addition to this Special Section of the Terms of Use for Mercateo Unite.
 - If no case of a) until c) exist, Special Section of the Terms of Use for Mercateo Unite shall apply.
- The inclusion of general terms and conditions referring to delivery notes, order confirmations, dispatch notifications, invoices or any other documents shall be excluded. The users shall waive the defence that their

general terms and conditions shall have been included by referencing the aforementioned documents, irrespective of the stipulations in the Unite contract management.

§ 13 Conclusion of contract

1. The contract between the Provider and the Customer is concluded through an acceptance in compliance with the Customer's offer by the Provider in accordance with the following provisions.
2. The goods and/or services offered online on Mercateo Unite constitute an invitation of the Provider to the Customer to submit an offer for conclusion of a contract.
3. The Customer's order is the offer to the Provider to conclude a sales contract under the terms and conditions indicated in the order. Unite forwards the order to the Provider.
4. Unite's confirmation of receipt of the order does not constitute an acceptance of the offer.
5. The contract is concluded through an express declaration of acceptance by the Provider to the Customer or, if no such declaration has been made, when the goods are shipped or the service due is rendered to the Customer.
6. In the event of a partial delivery, the agreement shall only be concluded for the part of the order which has been shipped.
7. To simplify the information required in electronic commerce, section 312i, paragraph 1, clause 1, no. 1 to no. 3 of the German Civil Code shall not apply.

§ 14 Place of performance and transport risk

The Provider shall deliver the goods, unloaded, to the Customer at the place of destination named by the Customer. Any risk relating to the transportation and unloading of the goods shall be borne by the Provider. The Provider shall have to insure the goods to be delivered sufficiently, by the Provider's own choice and discretion.

§ 15 Reservation of title

1. The Provider shall retain title to the delivered goods until the claims from the individual contract arising from the business relationship with the Customer have been settled.
2. The Customer shall not be entitled to pledge the goods under retention of title, to assign them as a security or grant third parties any other rights of security to them. In case a third party nevertheless acquires any rights to such goods, the Customer shall already assign all subsequent rights it acquires thereby to the Provider. The Provider shall accept such assignment. The Customer shall inform the Provider without delay if goods have been pledged, seized or disposed of otherwise by any third party.
3. The Provider shall release the retained title as soon as and to the extent that the ongoing realisable value of it

exceeds the claim against the Customer by more than 10 per cent.

4. In case of current accounts, the securities serve the purpose of securing balance claims.

§ 16 Payment

1. Payment shall be due immediately after invoicing without any deduction unless otherwise agreed upon by the parties in individual cases.
2. The parties agree that the maximum period of payment shall not exceed 30 days.

§ 17 Set-off and retention

1. The Customer may offset against demands of the Provider only with such of their own demands that have been recognised by declaratory judgment, are uncontested or acknowledged by Unite. Counterclaims arising from the same contractual relationship shall be excluded from the aforementioned prohibition of set-off.
2. The Customer may only assert rights of retention based on counterclaims arising from the same contractual relationship.

§ 18 Notification of defects

1. The Customer, who is a trader, shall examine the goods immediately after their delivery by the Provider, as far as this is practical in the ordinary course of business, and upon the discovery of any defect shall immediately give notice thereof to the Provider.
2. A Customer failing to give such a notice shall be deemed to have accepted the goods, unless the defect in question is one that is not discernible by such an examination.
3. Upon the subsequent appearance of a defect that is not discoverable by such an examination, notice thereof must be given immediately upon it being discovered, otherwise the goods shall be held to have been accepted notwithstanding such a defect.
4. The Customer's rights are sufficiently protected by sending the notice in a timely manner.
5. If the Provider intentionally conceals any defect, the Provider cannot rely upon the rules of this section.

§ 19 Warranty

The warranty period for sales agreements is one year from delivery of the object to the Customer. This shall not apply if the Provider fraudulently concealed the defect.

§ 20 Liability

1. The Provider shall be fully liable for any damage arising out of death or injury to body or health resulting from infringement of duty by the Provider or the Provider's legal representatives or vicarious agents.
2. Furthermore, the Provider shall also be liable for any other damage resulting from intentional or grossly

negligent infringement of duty by the Provider or the Provider's legal representatives or vicarious agents. The Provider shall be liable for any other damage resulting from simple negligence, in case of infringement of a material contractual obligation if it is typical of this type of contract and was reasonably predictable at the time the contract was concluded.

3. Material contractual obligations are such obligations, the fulfilment of which is a prerequisite for proper implementation of the contract and on the compliance of which the User relies and may rely and the breach of which will put the achievement of the contractual purpose at risk.
4. Liability in accordance with the Product Liability Act as well as for fraudulent acts and/or guarantees shall remain unaffected.
5. These liability terms shall apply to any claims of the Customer against the Provider's institutions and/or employees.

§ 21 Prices

All prices are net prices not including statutory value added tax and any potential shipping costs, unless the price stated has been expressly indicated to be the gross price or as the price including shipping costs.

C. Single Creditor

The Single Creditor model shall give Customers of Unite the opportunity to have Unite Financial Services GmbH as the sole creditor for a large number of Providers. Any payments shall be made exclusively to the account specified by Unite Financial Services GmbH, Neumarkt 9, 04109 Leipzig, Germany. If the users conduct the billing and processing of payments through Unite Financial Services GmbH, the following stipulations shall apply.

§ 22 Authorisation

1. The User shall authorise Unite to commission its affiliated company Unite Financial Services GmbH with the billing, acceptance and forwarding of payments using a payment service provider.
2. The Customer shall agree to be sent the invoice electronically.

§ 23 Payment by Customer

Only payments made to the account specified by Unite Financial Services GmbH shall constitute full discharge of the Customer's debt towards the creditor/Provider. No payment shall be made directly to the Provider in this case.