

# ***General Terms and Conditions*** **Between Seller and Customer**

## Article 1 - Definitions

In these terms and conditions, the following definitions shall apply:

1. **Withdrawal period:** the period within the Customer can exercise his right of withdrawal;
2. **Day:** calendar day;
3. **Durable data carrier:** any device - including e-mail - that enables the Customer or Seller to store information addressed to them personally in a way that makes it possible for both to access, use or reproduce this information in the future in an unaltered;
4. **Right of withdrawal:** the Customer's option to waive the Purchase Agreement within the Reflection Period;
5. **Customer:** a buyer, being a natural person acting for purposes outside his business or professional activity (consumer) or an entrepreneur not materially different from a consumer, who enters into the Purchase Agreement with the Seller for purposes other than his actual professional activity;
6. **Seller:** The seller offering products, and/or services to Customers via the Online Platform;
7. **Online Platform:** MediaMarkt's platform on which Seller offers its products to Customers;
8. **Purchase Agreement:** the sales contract between the Seller and the Customer concluded via the Online Platform for distance sales of products and/or services;
9. **MediaMarkt:** MediaMarktSaturn Plattform Services GmbH, having its registered office in Munich and its place of business in (D-80939) Munich at Maria-Probst-Straße 9, registered in the Commercial Register of the Munich Court (Amtsgerichts) under number: HRB 256088 and with VAT number: DE329404887 and/or a group company of MediaMarkt;
10. **Model withdrawal form:** the European model withdrawal form set out in Annex I to these terms and conditions. Annex I shall not apply if the Customer does not have a right of withdrawal in respect of his order.

## Article 2 - Identity of the Seller

For the identity of the Seller Partner, please refer to the detailed information on relevant Seller page.

## Article 3 - Applicability

1. These general terms and conditions apply to any Purchase Agreement concluded via the Online Platform between Seller and Customer. The Purchase Agreement is subject to the version of the general terms and conditions that the Customer was able to access on the Online at the time of purchase.

## Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products, and/or services offered. If the Seller uses images, these shall be a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer shall not bind the Seller.
3. Each offer contains such information that the rights and obligations attached to the acceptance of the offer are clear to the Customer.

## Article 5 - The Purchase Agreement

1. The Purchase Agreement comes into effect at the time of the Customer's acceptance of the offer and fulfilment of the conditions set out therein.
2. The Seller shall confirm receipt of the order by e-mail without delay. As long as the Seller has not sent a confirmation of the receipt, the Customer may rescind the Purchase Agreement.
3. MediaMarkt may - within the applicable legal frameworks - inform itself on behalf of Seller about whether the Customer can meet its payment obligations, as well as about all those facts and factors that are important for responsibly entering into the Purchase Agreement. If, on the basis of this investigation, the Seller has good grounds not to enter to the Purchase Agreement, it is entitled to refuse an order or to attach special conditions to its execution.
4. The Seller shall, no later than upon delivery of the product and/or service to the Customer, enclose the following information, in writing or in such a way that it can be stored by the Customer in an accessible manner on a Durable Data Carrier:
  - a. the conditions under which and the manner in which the Customer may exercise the right of withdrawal, or a clear statement concerning the exclusion of the right of withdrawal;

- b. the information on guarantees and existing service;
- c. the price including all taxes of the product and/or service;
- d. where applicable, the costs of delivery;
- e. the method of payment, delivery or performance of the Purchase Agreement;
- f. if the Customer a right of withdrawal, the model form.

#### **Article 6 - Right of withdrawal**

1. The Customer may cancel the Purchase Agreement relating to the purchase of a product during a 30-day Reflection Period without giving reasons. The Seller may ask the Customer about the reason for withdrawal, but may not oblige the Customer to state his reason(s).
2. The Reflection Period mentioned in paragraph 1 starts on the day after the Customer, or a third party designated in advance by the Customer, who is not the carrier, has received/contained the product, or:
  - a. if the Customer ordered several products in the same order: the day on which the , or a third party designated by him, received the last product. The Seller may, provided it has clearly informed the Customer of this prior to the ordering process, refuse an order of multiple products with different delivery times.
  - b. if the delivery of a product consists of several shipments or parts: the day on which the Customer, or a third party designated by him, received the last shipment or part;
  - c. for agreements for regular delivery of products during a given period: the day on which the Customer, or a third party designated by him, received the first product.

#### **Article 7 - Obligations of the Customer during the Reflection Period**

1. During the Reflection Period, the Customer shall handle the product and its packaging with care. He shall only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the Customer may only handle and inspect the product as he would be allowed to do in a shop.
2. The Customer is liable for depreciation of the product resulting from a way of handling the product that goes beyond what is allowed in paragraph 1.
3. The Customer is not liable for depreciation of the product if the Seller did not provide him with all legally required information on the right of withdrawal before or at the conclusion of the contract.

#### **Article 8 - Exercise of the right of withdrawal by the Customer and costs thereof**

1. If the Customer exercises his right of withdrawal, he shall notify the Seller within the Withdrawal Period by means of the model withdrawal form or in another unambiguous manner.
2. The Customer shall return or hand over the product to (an authorised representative of) the Seller as soon as possible. This is not necessary if the Seller has offered to collect the product itself. The Customer has complied with the return period in any case if he returns the product before the Reflection Period has expired.
3. In case of exercising the right of withdrawal, the Customer shall return the product with all delivered accessories, in the same condition as received and, if reasonably possible, in its original packaging, and in accordance with the reasonable and clear instructions provided by the Seller.
4. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Customer.
5. If the Customer exercises his right of withdrawal, any additional agreements inextricably linked to the Purchase Agreement shall be terminated by operation of law.

#### **Article 9 - Obligations of the Seller in the event of withdrawal**

1. The Seller aims to ensure further processing within 48 hours of receiving the return if the Customer exercises the right of withdrawal and returns a product within the thirty (30) day period.
2. If the return complies with the return conditions listed in Articles 6 to 8 of these general terms and conditions, the Customer's payments, including any delivery costs charged by the Seller for the returned product will be refunded without delay, but at the latest within 14 days following the day on which the product is received by the Seller.
3. The Customer will receive the refund using the same means of payment he used during the purchase, unless the Customer agrees to another method. The refund is free of charge.
4. If the Customer has chosen a more expensive method of delivery than the cheapest standard delivery, the Seller does not have to the additional costs for the more expensive method.

## **Article 10 - Exclusion of the right of withdrawal**

The Seller may exclude the following products and services from the right of withdrawal:

1. Personalised products (products made and/or edited especially for the Customer);
2. Sealed products that are not suitable for return for reasons of health protection or hygiene (e.g. shavers and toothbrushes) and whose seal has been broken after delivery;
3. Sealed audio carriers, video carriers and software, the seals of which were broken after delivery (e.g. CDs, DVDs, games);
4. Services or subscriptions;
5. Prepaid packages.

## **Article 11 - The price**

1. The prices mentioned in the offer of products or services include VAT.
2. It may happen that the price stated with the product or service is incorrect due to an error, for example if the price is disproportionately low. Should this be the case, the Seller may decide to still charge the Customer the correct price.

## **Article 12 - Compliance with the agreement and additional warranty**

1. The legal warranty applies to all products purchased from the Seller. This means that you are entitled to a sound product. The Seller therefore guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of conclusion of the Purchase Agreement. If expressly agreed, the Seller also guarantees that the product is suitable for special use.
2. Within the statutory warranty, the Seller shall ensure that a defective product is repaired as soon as possible or - if repair is not possible - replaced. If both not possible, the Seller may rescind the Purchase Agreement and refund the purchase price. The statutory warranty period is 2 years for new products.
3. An additional warranty provided by the Seller, its supplier, manufacturer or importer shall never limit the legal rights and claims that the Customer may assert against the Seller under the agreement if the Seller has failed to its part of the agreement.
4. Additional warranty means any undertaking by the Seller, its supplier, importer or manufacturer in which it grants the Customer certain rights or claims beyond what it is legally obliged to do in the event that it has failed to fulfil its part of the agreement.

## **Article 13 - Delivery and execution**

1. The Seller will take the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.
2. The place of delivery is the address that the Customer has made known to the Seller via the Online Platform.
3. Subject to what has been stated in article 4 of these general terms and conditions, the Seller shall execute accepted orders expeditiously but at the latest within 30 days, unless another delivery period has been agreed. If the delivery is delayed or if an order cannot or can only be partially carried out, the Customer will immediately but at the latest within 30 days after the order was placed receive a notification. In that case, the Customer has the right to cancel the agreement without costs and the right to possible damages.
4. After cancellation in accordance with the previous paragraph, the Seller shall immediately refund the amount paid by the Customer.
5. The risk of damage and/or loss of products rests with the Seller until the moment of delivery to the Customer or a representative designated in advance and made known to the Seller, unless expressly agreed otherwise.

## **Article 14 - Payment**

1. Unless otherwise provided in the agreement or additional conditions, the amounts owed by the Customer must be paid to MediaMarkt or a third party designated by MediaMarkt as soon as possible,

but within the applicable payment term for the relevant payment method.

2. The Customer only makes a payment in discharge if the Customer accomplishes the payment via the payment methods offered on the Online Platform to MediaMarkt or a third party designated by MediaMarkt. The Customer is not released from his payment obligation by making a direct payment to the Seller outside the Online Platform.
3. On the Online Platform, it is not possible to conclude a Purchase Agreement with a Seller through payment with a MediaMarkt Gift Card.

#### **Article 15 - Complaints procedure**

1. Complaints about the performance of the agreement must be submitted to MediaMarkt within a reasonable time after the Customer has discovered the defects, fully and clearly described. MediaMarkt shall in turn forward the complaint to the Seller with the request to provide the Customer with an appropriate solution. The Seller has a complaints procedure and will handle the complaint in accordance with this complaints procedure.
2. Complaints submitted to the Seller will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the Seller will respond within the 14-day period with a notice of receipt and an indication of when the Customer can expect a more detailed answer.

#### **Article 16 - Disputes**

1. The Purchase Agreement, these General Terms and Conditions and the rights and obligations arising therefrom between MediaMarkt, the Seller and the Customer shall be governed by Dutch law. All disputes arising therefrom or related thereto shall be settled in first instance exclusively by the competent court in Rotterdam. In the case of a consumer purchase, the court of the consumer's place of residence shall have co-jurisdiction.

# Annex 1 - Model withdrawal form

## Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: (For the correct name of the Seller, please check the order information as recorded in your account on our website).

For the correct return address, please check the return information as listed in your account on our website.

E-mail:

I/We\* hereby inform you that I/We\* wish to terminate our agreement concerning

- the sale of the following products: [product designation]\*
- the provision of the following digital content: [digital content designation]\*
- the provision of the following service: [service designation]\*,

revoked/revoked\*.

Ordered on\*/received on\* [date of order for services or receipt for products] [Name of Customer(s)].

[Customer(s) address]

[Signature of Customer(s)] (only if this form is on paper)

\* Delete what does not apply or fill in what is applicable.