

**TERMS AND CONDITIONS**  
**for business customers**  
**("B2B GTC")**

**1. Scope**

1.1. You have made - or are about to make - a purchase in Belgium of products and/or services (hereinafter referred to as "**Products**") from Media Markt on behalf of a business customer. This purchase is made in a Media Markt shop, on the Media Markt webshop, outlet store or via a Media Markt B2B sales representative. This purchase is subject to these general terms and conditions for business customers (hereinafter: "**B2B GTC**"). Business customers are all buyers who purchase products or services for professional / non-private use (hereinafter: "**Customer**"). The seller of the Products is the Media Markt entity mentioned on the invoice (hereinafter: "**Seller**" or "**Media Markt**").

1.2. By ordering or purchasing a product or service, the Customer acknowledges being familiar with and accepting these B2B GTC. The Customer's purchase is subject to the version of the B2B GTC which he, at the time of purchase, has read and accepted on the Media Markt website, in one of the Media Markt shops or by written agreement. The Customer can find the most recent B2B GTC on the Media Markt website ([www.mediemarkt.be](http://www.mediemarkt.be)) and in the Media Markt shops.

1.3. Media Markt reserves the right to unilaterally amend the contents of the B2B GTC. The Customer shall be informed of the amendment and its consequences by e-mail at least thirty (30) days before the amendment enters into force. If the Customer does not object to the amendment before the expiry of this period, the B2B T&Cs with the amended content shall apply from the date indicated.

If the Customer does not accept the amended provisions of the B2B T&Cs, the Customer may object to the amendments in text form, e.g. by e-mail, or the Customer may terminate its access to the B2B Customer Account including the use of the associated services. If the Customer objects to the change(s), the previous B2B T&Cs remain applicable. In that case, Media Markt reserves the right to terminate the Customer's access to the B2B Customer Account (including the associated services) or to completely terminate the business relationship for the future.

1.4. The B2B GTC shall exclusively be applicable. Differing or additional terms and conditions of the B2B GTC are not part of the contract, even if they are not objected to separately.

1.5. These B2B GTC do not apply to consumers.

**2. Customer registration**

2.1. Access to Products is only possible for Customers after prior registration. Registration is free and possible in Media Markt shops in Belgium or via the contact page at [www.mediemarkt.be](http://www.mediemarkt.be), after which a Media Markt B2B sales representative will contact you and guide you through the registration process.

2.2. After successful registration, the Customer will have access to Product Offers. In addition, even registration as a Customer in itself does not lead to any right and/or claim to enter into a purchase agreement or any other contract with Media Markt.

2.3. All material changes regarding the Customer's business operations and contact details, including but not limited to changes in the company name, the address of the company's registered office or of the persons authorised to represent the company, must be reported to the Media Markt B2B sales representative without undue delay. If these changes are not communicated in a timely manner by the Customer, all adverse consequences shall be the sole responsibility and expense of the Customer.

**3. B2B Customer Account**

3.1. A B2B Customer Account can be created for the Customer that allows the Customer to access contract-relevant information such as transaction history and invoice copies (hereinafter "**B2B Customer Account**"). This functionality is only available after technical implementation by Media Markt and the Customer will be informed thereof via his registered email address.

3.2. The Customer may also contact a Media Markt B2B sales representative directly by e-mail and/or telephone. Contact takes place in particular, but not exclusively, with a view to the transmission of offers tailored to the Customer, personal advice and/or invitations to events.

3.3. For supplementing and/or updating the Customer's essential data and for checking the Customer's creditworthiness, a data check may be carried out by an external service provider, for both newly created B2B Customer accounts and existing B2B Customer accounts.

3.4. If the Customer wishes to purchase on credit, a credit check will also be carried out during the ordering process.

3.5. In order to provide the Customer with the best possible customer experience, transaction history, online usage data, response data and click frequencies are evaluated, among other things. For this purpose, a usage profile of the Customer is created which can be linked to the Product offer.

3.6. Any changes relating to contract-relevant settings made by the Customer through authorised access to the relevant B2B Customer Account are only effective upon approval by Media Markt. The Customer is solely responsible for authorising persons to make legally valid statements and carry out transactions on behalf of and for the account of the Customer (hereinafter "**Authorised Persons**"). The Customer shall provide the confidential access data for the B2B Customer Account only to such Authorised Persons and the Customer shall protect such data against unauthorised access by third parties. The Customer accepts that Media Markt may unilaterally change contract-relevant settings of the B2B Customer Account upon prior notice to the Customer of at least one (1) calendar month.

3.7 The Customer must enter the names or details of the Authorised Persons in the designated field of his B2B Customer Account in accordance with clause 3.6. In case of changes with regard to the Authorised Persons (e.g. the Authorised Person leaves the Customer's company), the Customer must immediately remove unauthorised or no longer authorised persons from its B2B Customer Account. In this regard, the Customer may not complain about misuse and/or unauthorised use of his B2B Customer Account to Media Markt, as the Customer is at all times fully liable for the use of his B2B Customer Account. If these changes to the B2B Account are not made in a timely manner by the Customer, all adverse consequences will be the sole responsibility and expense of the Customer.

#### **4. Termination**

4.1. The Customer may terminate his right to access the B2B Customer Account including the use of the associated services (hereinafter "**Participation**") at any time without notice by giving notice in text form, e.g. by e-mail.

4.2. Media Markt may terminate the Participation for any reason or no cause with two weeks' notice.

4.3. There is a right of extraordinary termination for just cause with no notice period for either party.

4.4. Media Markt may unilaterally decide to refuse the registration of a Customer and/or immediately terminate the business relationship with a Customer if the Customer or an affiliated company or person: a) is on a sanctions list of the European Union, a member state of the European Union, the United States, the United Kingdom or the United Nations, or b) is subject to a corresponding embargo, or c) violates export control legislation. The same applies if Media Markt has well-founded suspicions that the Customer is not complying with applicable legislation, as this could damage Media Markt's reputation.

## **5. Place of execution and risk transfer**

5.1. The place of performance for all obligations arising from the contractual relationship is the Seller's registered office, unless otherwise agreed.

5.2. The risk of loss, theft, damage and deterioration of the Products shall pass to the Customer upon handover to the person in charge of the transport, regardless of any agreements on which party bears the transport costs. The foregoing shall not apply if the parties expressly agree in advance that the Seller has an obligation to deliver a result.

5.3. If transport or handover is delayed due to circumstances caused by the Customer, risk shall pass to the Customer from the day on which the Product is ready for transport and the Seller has notified the Customer accordingly.

5.4. All dates and deadlines for performance of the services or delivery of the Products are best-efforts commitments.

5.5. If the Customer fails to take delivery of the Products at the time of delivery or at the agreed time, the Customer shall be in default without further notice of default. In that case, the Seller shall be entitled to store the Products at the Customer's expense and risk or to sell them to a third party. The Customer shall remain liable for the full purchase price and delivery costs, plus the then applicable statutory commercial interest and any other costs to be incurred by the Seller. If the Seller sells the Products to a third party, the Seller may decide to reduce the amount owed by the net proceeds of the sale to that third party.

## **6. Seller's offer and formation of the contract**

6.1. The Customer ensures that only persons authorised to represent and legally bind the Customer can agree to these B2B GTC and offers on behalf of the Customer. The Customer shall prove to the Seller that the person or persons acting on its behalf are authorised and able to bind the Customer.

6.2. An agreement is only concluded after the Seller has made an offer to the Customer, which the Customer has accepted in writing, and the Seller has subsequently issued a written order confirmation to the Customer.

6.3. An offer lapses if it is not accepted in writing by the Customer within the validity period stated in the offer or, if no validity period is stated, within 14 days. An offer also lapses automatically if the relevant product and/or service is no longer offered by the Seller or its suppliers and/or out of stock. Each offer is unique so that no rights can be derived from it for future offers or purchases. The delivery area is Belgium.

6.4. An order shall not be processed until full payment has been received or all information necessary to check the Customer's creditworthiness has been received. If, based on this investigation, the Seller has good grounds not to go into the agreement, the Seller is entitled to unilaterally refuse an order or offer.

## **7. No sales to professional resellers**

The Products are offered exclusively to Customers who are business end-customers. The Customer shall not resell or supply the Products to third parties. The Seller reserves the right not to sell to Customers whom the Seller suspects to be professional resellers.

## **8. Retention of title**

8.1. The Seller reserves the right to retain ownership of the Products until full payment of the purchase price, interest and other related costs (such as collection costs) of the Products has been made by the Customer.

8.2. Until ownership of the Products has been transferred to the Customer, the Customer shall not

be entitled to sell, rent, lend, pledge or otherwise encumber the Products.

8.3. The Customer hereby unconditionally and irrevocably authorises the Seller and third parties to be appointed by the Seller, in the event that the Seller wishes to exercise its property rights indicated in this article 8, to enter all those places where the Seller's property is located and to take back those Products.

8.4. The Customer shall be obliged to store the Products owned by Media Markt separately and to insure them, which insurance shall in any event cover theft as well as fire, explosion and water damage. The policy of this insurance shall be made available to the Seller by the Customer on first request.

## **9. Limited and maximum liability**

### **9.1 Limited liability.**

The Seller's liability is excluded as far as possible. The Seller shall only be liable:

- a) if exclusion of liability is not permitted under applicable mandatory law;
- b) for damage claimed by the Customer that was directly caused by the Seller and relates to death or personal injury, in which case the Seller shall be liable for the direct and proven damage;
- c) for damage suffered by the Customer directly caused by gross negligence or willful misconduct of the Seller, in which case the Seller shall be liable for the direct and proven damage.

It is specified that the Seller is not liable for damages of any kind caused by incorrect and/or incomplete information provided by or on behalf of the Customer.

### **9.2 Maximum liability.**

Media Markt's total maximum liability to the Customer under Article 9.1 shall not exceed the lesser of the following amounts:

- a) the actual, direct and proven damage suffered by the Customer;
- b) the invoice value of that part of the order/order to which the liability relates; or
- c) an amount of EUR 5,000 per event.

regardless of or on what basis the Customer's claim or complaint is based.

The maximum liability stated in this article 9.2 may be extended to the extent applicable by mandatory relevant law.

9.3. The limitations of liability mentioned in Articles 9.1 and 9.2 also apply to the Seller's legal representatives, agents and subcontractors if claims or complaints are made directly against them.

9.4. In case of loss of (personal) data/data, the Seller shall, in case of simple negligence, only be liable for the costs that would have been necessary to restore the data in case of a proper and regular backup of the data by the Customer.

## **10. Defect claims and limitation period**

10.1. Customer's rights due to material defects are subject to proper inspection and notification. Visible damage or defects must be reported to the Seller within 48 hours of delivery. The Customer is obliged to submit all other complaints to the Seller in writing within 7 days of delivery and/or performance of the services. Complaints received later by the Seller and/or communicated only verbally to the Seller shall not be admissible.

10.2. It is the Customer's responsibility to backup the relevant (personal) data prior to the (repair)

service and to adequately secure or delete confidential data before handing over the data carriers to the Seller.

10.3. In case of purchase of used Products as well as in case of use of new Products contrary to the apparently intended use of the respective Products, the Customer's rights due to material defects are excluded. The Customer's rights based on material defects shall also be excluded if the Customer has himself caused the defects in the Product, has himself carried out or had carried repairs, or has not properly carried out the required maintenance.

10.4. The statutory provisions on limitation apply in the case of claims for willful or grossly negligent breach of duty, fraudulent concealment of a defect, damages resulting injury to life, limb or health and claims under product liability laws.

10.5. All other material defects or warranty claims by the Customer (not listed in Articles 10.3 and 10.4) shall lapse after one year (counting from the reception of the Products), unless Media Markt expressly informs the Customer otherwise in writing.

10.6. The assignment of claims for defects is excluded.

## **11. Quality**

11.1. Technical data sheets issued by the manufacturer are an integral part of the agreement as regards the quality of the Products. Public statements shall only be considered an agreement on quality if they have been expressly agreed in writing.

11.2. The Customer undertakes to use the Products only as prescribed in the technical data sheets and in accordance with the intended purpose of the Products.

## **12. Information provided by Media Markt and intellectual property rights**

12.1. The Customer cannot rely on information provided by the Seller that is intended for consumers, such as information on prices, warranty, (additional) services and product specifications. Information displayed in Media Markt shops and/or the Media Markt websites are in principle exclusively intended for consumers, unless it is expressly stated that the information is (also) intended for business customers.

12.2. The Seller does not guarantee the accuracy of numbers, sizes, weights and/or other indications given in information provided by the Seller. Models, photographs or drawings shown or provided are only non-binding indications of the Products concerned and may differ from the actual product to be delivered. Obvious clerical errors, mistakes and errors in information provided by the Seller prior to the conclusion of an agreement shall not bind the Seller.

12.3. The Customer expressly acknowledges that all intellectual property rights of displayed information, announcements or other expressions concerning the Products, services and/or website belong to Media Markt, its suppliers or other entitled parties. Intellectual property rights are understood to mean patent, copyright, trademark, design and model rights and/or other (intellectual property) rights, including technical and/or commercial know-how, methods and concepts. The Customer is not permitted to use, reproduce and/or modify the intellectual property rights as described in this Article 12 without the express prior written consent of Media Markt, its suppliers or other entitled parties.

## **13. Prices, invoice receipt and payment**

13.1. Prices quoted do not include taxes and duties, such as VAT. VAT is calculated on the unit price at item level.

13.2. The Customer shall pay invoices within three (3) working days of receipt of the invoice or payment order, without any deduction, unless otherwise agreed in writing. The date of receipt of payment by the Seller shall determine the date of payment. If the Customer

does not pay on the due date, interest of 10% per annum or the statutory commercial interest rate, whichever is higher, will be charged on the outstanding amounts, to be calculated pro rata from the due date. The Seller's right to claim further damages shall remain unaffected.

13.3. Payment on credit is only possible after the Customer has expressly requested it and the Customer has accepted any additional terms and conditions of the Seller in writing. The decision whether or not to accept payment on credit lies solely with the Seller. The Customer must notify the Seller in a timely manner in the event of a material change regarding its group structure and financial position if this could materially affect the Seller's decision to have a business relationship with the Customer. The Seller may at any time and without giving reasons immediately revoke a previously granted right to payment on credit.

13.4. All costs incurred by the Seller to obtain payment of principal and interest due after the due date shall be borne by the Customer. This includes, but is not limited to, legal fees and costs charged by collection agencies and external legal advisers.

#### **14. Force majeure**

14.1 "Force Majeure" means an external, extraordinary and unforeseeable event that cannot be avoided, even with the utmost care of the Party invoking it, such as natural disasters, fire, hostage situations, earthquakes, war, riots, terrorist attacks, floods, pandemics or similar events. However, announced strikes, lockouts or the unavailability or interruption of communication services and infrastructure, means of transport, energy, fuel or water do not constitute Force Majeure.

14.2 If a delay in the performance of any of the duties or obligations of a Party is caused by or results from a Force Majeure Event, such delay shall not constitute a breach of this Agreement and the time required for performance shall be extended by a period equal to the period of such delay.

14.3 The Party affected by a Force Majeure Event shall immediately notify the other Party and immediately take all reasonable steps necessary to mitigate the effect of such Force Majeure Event.

14.4 If a Force Majeure Event prevents performance for a continuous period of ninety (90) calendar days or for multiple periods totaling more than ninety (90) calendar days due to the same Force Majeure Event, the Parties shall enter into consultations on how to resolve the situation in a way that works for both Parties.

#### **15. Data processing**

Reference is made to the Media Markt B2B Privacy Notice that will be shared with the Customer during the registration process and can be obtained by contacting a Media Markt B2B sales representative at [www.mediamarkt.be](http://www.mediamarkt.be).

#### **16. Applicable law, competent court**

16.1. These B2B GTC are governed by Belgian law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

16.2. All disputes related to or arising from these B2B GTC and/or Products purchased by the Customer from the Seller shall be submitted to the competent courts of Brussels, Belgium.

16.3. If any provision of these B2B T&Cs or any part thereof is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remainder of the B2B T&Cs. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that is as close as possible in its essential purpose to the invalid or unenforceable provision; the foregoing shall apply mutatis mutandis if the B2B T&Cs contain a loophole or omission.