

General Terms and Conditions regarding Content

§ 1 Exclusivity of this Agreement, Partner's General Terms and Conditions

1. In the business relationship between the Mercateo AG (hereinafter referred to as "Mercateo") and the Partner, the regulations set out below shall apply exclusively, unless otherwise agreed in an individual case.
2. The application of any regulations of one party that exist apart from this agreement, in particular general terms and conditions of the Partner or regulations which are adverse to this agreement, shall be expressly excluded. Such regulations shall not even be included in the event that there is no reaction or express objection to a declaration aiming at their inclusion, e.g. through reference on the business documents, delivery notes, or the like. Conducts implying an intent, in particular the performance of the agreed service or payment, or its unconditional receipt, respectively, shall not be deemed a consent to the inclusion of general terms and conditions.
3. In their online marketplace, Mercateo shall offer for sale the products of the Partner. There shall be no relationship between the parties that is based on a purchase and sales agreement. Mercateo shall obtain the respective products from dealers of the Partner.

§ 2 Provision of a Product Catalogue by the Partner

1. The Partner shall provide Mercateo with a product catalogue, which has online operational capability, in a data format that corresponds to Mercateo's technical environment (BMEcat or a database language determined by Mercateo), in electronically readable form, free of charge, and for unrestricted use in the Mercateo platforms described in the order requirements or for electronic purchasing platforms of Mercateo that are comparable to these platforms. The use shall also comprise the use or permitted use of contents of the product catalogue, in particular product images and descriptions, for advertising and/or searching/finding the Mercateo platform or its Products, respectively, through search engines.
2. The Partner shall be responsible for the factual and legal correctness and completeness of the information, pictures, product descriptions, and other contents in the provided catalogue. The Partner shall ensure that the catalogue provided to Mercateo as well as the information, pictures, product descriptions and other contents contained therein do not infringe any third-party rights. The Partner shall in particular ensure that they are entitled to use content provided by third parties for the creation of the catalogue and to grant to Mercateo the rights granted for the purpose of performing this agreement, and in particular to make the catalogue publicly available.
3. The Partner shall be responsible for the merchantability of the items displayed in their catalogue as well as for compliance with the requirements for offering and/or putting the items on the market, in particular through an online platform. That means, that in particular impositions under public law shall be complied with, or approvals or licenses shall have been obtained. In the case that an article does not or has ceased to meet the essential requirements for being offered and/or placed on the market, the Partner shall provide Mercateo with a version of the catalogue, which has been amended accordingly.
4. Particularly in the case that requirements for offering and/or placing items on the market – in particular through an online platform – are not to be complied with in the sphere of the Partner, the Partner shall inform Mercateo of product-specific requirements for placing it on

the market and/or offering the respective item via an online platform without delay in a manner and to an extent that Mercateo is able to take necessary measures for complying with these requirements and implement them (in particular applying for and obtaining possible permits) or is at least able to make an informed decision as regards taking items offline, to which Mercateo is entitled pursuant to § 3, no. 3.

5. The Partner shall indemnify Mercateo against all claims that third parties assert against Mercateo due to and/or referring to

- non-compliance with a requirement indicated in no. 2 and/or 3;
- non-compliance with one of the requirements that no. 4 is based on, as far as the Partner did not duly comply with the Partner's obligation to notify;
- the catalogue and/or the content of the catalogue, which the Partner provided to Mercateo;
- product recalls in connection with the content of the catalogue;
- defects of quality and title, the statement of grounds for the defectiveness of which refers to data in the catalogue and/or references to product descriptions contained therein;
- the infringement of the German Trademark, Design, Utility Model, or Copyright Act, the Patent Law or the German Law Against Unfair Competition by a conduct of the Partner, in particular by the catalogue, its content, and/or products of the Partner;
- the German Product Liability Act, or
- an infringement of statutory provisions regarding handling the data of third parties by the Partner.

In particular, the indemnity shall include the performance which Mercateo has to render vis-à-vis third parties, such as compensation for damages, contractual penalties due to the contravention of declarations to cease and desist and declarations of commitment which are under threat of penalty, or fines, and the expenses incurred by Mercateo due to the claim, such as costs incurred by Mercateo due to product recalls or costs for an appropriate protection of their rights. In the event that it is foreseeable for Mercateo that the costs for an appropriate protection of its rights will presumably exceed the costs provided by the applicable statutory scale of fees, Mercateo shall inform the Partner about this. On the internet page <http://www.mercateo.com/corporate/unterlassungserklaerungen/>, Mercateo shall provide the Partner an overview of the declarations to cease and desist and declarations of commitment already signed by Mercateo that are or are not under threat of penalty. The Partner shall undertake to actively be aware of the overview and in particular to examine whether the facts that lead to the declarations to cease and desist and the declarations of commitment are also affected by their catalogue or their other presence on the Mercateo platform. Mercateo shall inform the Partner of any change/amendment to the overview without delay and via e-mail in order to enable the Partner to comply with their obligation to examine such matters.

§ 3 Integration of the Catalogue

1. Mercateo shall integrate the catalogue provided by the Partner in accordance with § 2, no. 1 in the platform (make it available online), so that customers may access the contents of the catalogue via the Mercateo platform and place orders on that basis.
2. Mercateo shall be entitled to restrict the scope of the catalogue to be put online by products or groups of products in accordance with their own volition as business professionals. Mercateo shall inform the Partner of any restrictions they made.

Mercateo AG
PO box 14 60
06354 Köthen
Telefon: +49 (0) 89 12 140 777
Fax: 0 18 05 40 49 86*
E-Mail: service@mercateo.com

Management Board:
Peter Ledermann
Dr. Sebastian Wieser
Chairman of the
Supervisory Board:
Karl Mayer-Rieckh

Registered Office of Company
Munich Local Court
HRB 153308
USt.-IdNr. DE205372170

Deutsche Bank AG Munich
BIC: DEUTDEMM
IBAN: DE12 7007 0010 0225 0330 00

* 0,14 EUR/ min. for calls from a German landline; max. 0.42 EUR/min. for calls from the German mobile phone network

3. Notwithstanding that, Mercateo shall be entitled to block content at any time unless and until the requirements in accordance with § 2, no. 3 and/or 4 are not complied with, in particular in the event that the respective items are not marketable. Apart from that, Mercateo shall be allowed to block unlawful content at any time. Likewise, Mercateo shall be allowed to block content in the event that Mercateo becomes aware of specific indications whereby the content does not comply with the law, but only if and when these indications exist.

§ 4 Liability of Mercateo

Mercateo shall be fully liable for damages arising from injury to life, body, or health attributable to a failure by Mercateo, their statutory representatives, or Mercateo's vicarious agents to comply with their duties. Moreover, Mercateo shall also be liable for other damages which are based on an intentional or grossly negligent failure by Mercateo, their statutory representatives, or Mercateo's vicarious agents to comply with their duties. In the case that other damages are attributable to ordinary negligence, Mercateo shall be liable in the event of an infringement of an essential contractual obligation, however, the amount that Mercateo is liable for shall be limited to the damages that have been foreseeable at the time of the conclusion of the contract and that are typical for the contract; essential contractual obligations are those the compliance with which characterises the contract and on which the Partner may rely. Any further liability shall be excluded; the liability arising from the German Product Liability Act [Produkthaftungsgesetz, ProdHaftG] as well as for fraudulent intents and/or guarantees shall remain unaffected.

§ 5 Term of the Contract and Termination

1. The parties shall enter into this agreement for an indefinite period of time. The agreement shall take effect when it is signed.
2. The agreement may be terminated by written notice with a term of three months to the end of the month. In this case, the written form may not be superseded by the electronic form.
3. The right of an extraordinary termination for cause shall remain unaffected thereof.

§ 6 Jurisdiction, applicable Law, and Language

1. The exclusive place of jurisdiction for all disputes arising from or regarding this agreement as well as about its conclusion and its

validity shall be Munich. This exclusive place of jurisdiction shall also apply to non-contractual obligations between the parties, in particular to tortious acts, behaviour before the conclusion of this agreement, unjustified enrichment, and negotiorum gestio.

2. This agreement, in particular its conclusion, validity, form, performance, termination, and winding up shall be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods shall be excluded. The foregoing provisions shall apply mutatis mutandis to unilateral legal transactions and acts that are similar to business transactions relating to this agreement.

§ 7 Severability Clause, Changes in the General Terms and Conditions

1. In the event that one of the foregoing provisions is or becomes invalid or void, the validity of the other provisions shall remain unaffected thereof. Unless the parties individually agree otherwise, the invalid or void provision shall be replaced by the statutory provision.
2. Should it turn out after the conclusion of the agreement that this agreement does not regulate a circumstance which the parties would have regulated if at least one party would have considered it at the conclusion of the agreement, such regulatory gap shall be filled by the respective statutory provision, unless the parties individually agree otherwise.

Mercateo reserves the right to change these General Terms and Conditions as well as all other documents relevant to any contracts with effect for the future, as far as essential regulations of the contractual relationship are not affected thereof and as far as this is necessary for the adjustment to developments which were not foreseeable at the time of the conclusion of the contract, and if their non-consideration would significantly disrupt the balance of the contractual relationship. In that case, Mercateo shall notify the Partner prior to the changes in textual form. The changes shall be deemed to be accepted in the case that the Partner does not object to them in writing within four weeks after a change notice. In the event that the Partner objects to a change, Mercateo shall be entitled to terminate the contractual relationship in accordance with the ordinary notice period.