

GENERAL TERMS AND CONDITIONS

of Mobilshop GmbH, Version 1/2021 (Page 1)

I. Introductory conditions

§1 Scope of application, definitions

- (1) The General Terms and Conditions (hereinafter called: GTC) apply in their respectively current version for all business relationships with the customers of Mobilshop GmbH. It is known to the customer that the current version can be viewed and called up on the homepage www.mobilshop.de. Thus it is considered as notified. Upon request, Mobilshop GmbH sends to the customer the respectively current version. When establishing the business relationship, the customer acknowledges these GTC.
- (2) Entrepreneurs in the sense of GTC are natural or legal persons or legally responsible business partnerships, with which business relationships are established, and which act in the exercise of a commercial or self-employed professional activity.
- (3) Business customers are all entrepreneurs as well as legal persons under public law and special funds under public law in the sense of § 310 section 1 BGB (German Civil Code).
- (4) Deviating, opposing or supplementary General Terms and Conditions of the customer, even on knowledge, will not become a part of the contract and will not be acknowledged, unless their validity is expressly agreed in writing.

§2 Conclusion of a contract

- (1) All offers of Mobilshop GmbH are non-binding and subject to change. Technical modifications as well modifications in form, colour and/or weight are reserved within reasonable limits.
- (2) By placing an order of goods and/or services, the customer bindingly declares himself willing to purchase the ordered goods and/or services and to accept the GTC. Orders of the customer are offers to conclude a corresponding contract. Mobilshop GmbH reserves the right to accept or to reject the offer within two weeks after receipt. The acceptance can be declared either expressly in writing or by starting to process the order and/or delivery of the goods to the customer.
- (3) If the customer orders the goods and/or services by electronic means, Mobilshop GmbH will instantly confirm the receipt of the order. The confirmation of receipt does not represent a binding acceptance of the order. The confirmation of receipt can be connected with the declaration of acceptance.
- (4) The conclusion of a contract is carried out under the reservation of the correct and timely self-supply by the suppliers of Mobilshop GmbH. This only applies in case that the non-delivery is not attributable to Mobilshop GmbH, in particular when concluding a congruent hedging transaction with a supplier. The customer will instantly be informed about the non-availability of the performance. A possibly already rendered counter-performance will be instantly reimbursed.
- (5) In case that the customer orders the goods and/or services by electronic means, the text of the contract will be saved by Mobilshop GmbH and be sent to the customer per e-mail upon request, along with the present GTC.
- (6) Modifications and amendments of the contractual relationship require the written form. If they do not meet this requirement, then they are void. This also applies for modifications of this clause relating to the written form. If a contract was concluded by electronic means, modifications or amendments of the contract can at first be carried out in the same manner. But the modification or amendment is not effective, before it has been confirmed by the respective other contractual partner per fax or e-mail, or before Mobilshop GmbH fulfils the contract according to the modified or amended conditions.
- (7) Goods reservations can only be guaranteed on the same day until 5pm. If no order has been placed by 5pm, Mobilshop GmbH may cancel the reservation and release the goods for free sale.
- (8) Prepayment orders must be paid within 24 hours. If no receipt of money can be determined after 24 hours, Mobilshop GmbH may cancel the order and release the goods for free sale.

§3 Scope of delivery and services

- (1) The services to be rendered by Mobilshop GmbH towards the customer are defined in the declaration of acceptance. At this, a selection of the following delivery and service variants is made. The following special conditions concerning the different delivery and service variants shall only apply in so far as the respective delivery and service variants are subject matter of the contractual relationship.

§4 Use of our B2B online shop

- (1) Once a customer account has been created, the Customer will receive login data for our B2B online shop.
- (2) The Customer shall ensure that the login data issued is not passed on to unauthorised third parties. All orders placed using the Customer's login data shall be deemed to have been initiated by the Customer.
- (3) Mobilshop GmbH will invoice the Customer separately for the service. The payment terms as agreed with the Customer will apply in this respect.
- (4) Responsibility for the correct entry of data, for example the delivery address of the end customer concerned, lies solely with the Customer.
- (5) For articles currently not held in stock will be displayed a nonbinding indicative date for delivery. We do our best, however, cannot guarantee that the articles will be available in stock on that date.
- (6) Express delivery means handing over to the transport carrier via express delivery. We do not take responsibility for receipt of the good in due time.

II. Special conditions for the delivery of hardware of information technology and telecommunications

§5 Delivery item

- (1) The hardware to be delivered by Mobilshop GmbH is described comprehensively in the performance description of the declaration of acceptance.
- (2) The agreed delivery dates are only valid under the condition of timely fulfilment of all obligations of the customer which are required for the timely delivery.
- (3) If services of third parties are needed at the installation of the delivery item, they are considered as advance performances.
- (4) The delivery and performance periods agreed in writing shall commence on the date of confirmation of the order by Mobilshop GmbH, but not before clarification of all technical and commercial details and submission of any necessary permits. Any changes of the delivery item requested by the customer within the delivery period shall extend the delivery period accordingly. The agreed delivery and performance dates are only valid under the condition of timely fulfilment of all obligations of the customer required for timely delivery.
- (5) Mobilshop GmbH shall be free to choose the route and means of shipment, unless otherwise agreed.
- (6) Partial deliveries and partial services shall be permitted within the contractual delivery period and may not be rejected by the customer.

§6 Reservation of title

- (1) Mobilshop GmbH reserves the title to the goods, until all claims arising from the current business relationship with the customer are satisfied. A transfer of ownership of the goods subject to reservation of title to third parties is only permitted, as long as it takes place in the ordinary course of business of the customer and if the latter reserves the title to the goods subject to reservation of title until the full payment of all his claims from the business relationship with third party. The customer is not entitled to pledge the goods subject to reservation of title or to give them as security. The customer must handle with care the goods subject to reservation of title. Mobilshop GmbH must be notified instantly, if the goods subject to reservation of title are pledged or damaged or get lost, as well as in case of a relocation of the residential or business premises of the customer. If the customer violates the obligations given here, then Mobilshop GmbH can declare its withdrawal from the contract and demand the surrender of the goods. In case of a default of payment of the customer, Mobilshop GmbH is entitled to take back the goods subject to reservation of title, and for this purpose, it is entitled to enter the factory of the customers. The taking back of the goods subject to reservation of title is no withdrawal from the contract. Mobilshop GmbH will realise the goods subject to reservation of title by sale in the best possible way, and offset to existing claims the proceeds obtained by the realisation less the costs of the realisation.
- (2) The customer is entitled to sell the goods in the ordinary course of business. He hereby already assigns to Mobilshop GmbH his claims in the amount of the of the invoice amount, which accrue to him from the resale against a third party. Mobilshop GmbH hereby accepts this assignment. Until revocation, the customer is entitled to collect the assigned claims. The revocation is only permitted, if the customer is in default of payment.
- (3) The treatment and processing of the goods by the customer is always done in the name of and on behalf of Mobilshop GmbH. If the goods subject to reservation of title are joined with other items that do not belong to the Mobilshop GmbH so that they become an essential component of a new item, then Mobilshop GmbH acquires co-ownership of the new item in relation to the value of the goods delivered by Mobilshop GmbH to the other processed objects. The same applies, if the goods are joined with other items that do not belong to Mobilshop GmbH. In both case, the customer will store the item free of charge for Mobilshop GmbH. The share of the joint ownership of Mobilshop GmbH is determined in both cases by the ratio of the invoice value of the goods subject to reservation of title to the selling value of the new item. For the sale of the new item, section (1) applies accordingly, whereby the part of the claims that corresponds to the share of the joint ownership of Mobilshop GmbH is assigned.
- (4) If the value of the goods subject to reservation of title that are available at the customer, plus the value of the claims assigned to Mobilshop GmbH, exceeds the amount of the claims that Mobilshop GmbH has against the customer by more than 50%, Mobilshop GmbH must release a corresponding part of the securities.
- (5) Until the complete payment of the agreed compensation Mobilshop GmbH is entitled to ensure sufficiently the goods subject to reservation of title at the expense of the customer against theft, destruction and damage, unless, the customer provides proof to Mobilshop GmbH that he has effected such a sufficient insurance on his own expense.

§7 Transfer of risks

- (1) The risk of accidental loss and accidental deterioration of the goods passes with the with the handover, in case of sale by dispatch with the delivery of the goods to the forwarding agent, the freight carrier or other person or institution designated with the for performance of dispatch to the customer. This also applies if the Group has taken over the Installation. If the goods are to be picked up by the customer from Mobilshop GmbH, the risk of accidental loss and accidental deterioration of the goods pass to the customer with the notification of the readiness for dispatch.
- (2) If the customer does not accept the goods or services, although they are offered to him by Mobilshop GmbH according to contract, then he is in default of acceptance. Default of acceptance is equivalent to the handover.
- (3) Mobilshop GmbH is not obligated to the conclusion of a transport insurance.

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III. General conditions

§8 Warranty as well as obligations to examination and notification of defects during the purchase

- (1) The customer shall inspect the goods immediately upon receipt, insofar as this is feasible in the ordinary course of business. Furthermore, the customer shall also inspect the goods for their functionality as far as possible before they are shipped to the customer and installed in a system of the customer. The provisions of § 445a section 1 and 2 BGB are waived.
- (2) Mobilshop GmbH warrants for defects goods at first at the Mobilshop GmbH's option by removing the defect or replacement delivery.
- (3) If the supplementary performance fails, the customer can demand in principle at his option the decrease of the compensation (reduction) or rescission of the contract (withdrawal). A subsequent improvement is considered as having failed at the earliest after the second attempt. However, in case of an only insignificant contractual violation, in particular in case of only insignificant defects, the customer is not entitled to withdraw.
- (4) Customers have to notify Mobilshop GmbH in writing of obvious defects instantly upon receipt of the goods, hidden defects on the day of discovery, but not later than 7 days upon receipt of the goods; otherwise the assertion of the warranty claim is excluded. For observing the period, the timely dispatch is sufficient. The customer has the full burden of proof for all prerequisites for claims, in particular for the defect itself, for the date of the detection of the defect and for the timeliness of the notice of defects.
- (5) If the customer chooses to withdraw from the contract because of a defect of title or a defect as to quality after failed supplementary performance, then he is not entitled to further claims for damages because of the defect. If the customer chooses compensation for damages after failed supplementary performance, the goods remain with the customer, if this would be reasonable to him. The compensation for damages is limited to the difference between purchase price and value of the defective item. This does not apply, if Mobilshop GmbH has fraudulently caused the violation of contract.
- (6) The warranty period is one year. For used goods the warranty is excluded. A shortening of the warranty period does not apply in case of claims according to the German Product Liability Act, in case of wilful intent and gross negligence as well as injury to life, body or health attributable to Mobilshop GmbH, in case of non-fulfilment of independent warranties and if Mobilshop GmbH can be accused of fraudulent intent.
- (7) In principle only the product description of the manufacturer and the additional information of Mobilshop GmbH in the declaration of acceptance are deemed to be binding on the quality of the goods. Public statements, promotion or advertising of the manufacturer do not represent any contractual indication of the quality of the goods.
- (8) In principle, the customer does not receive from Mobilshop GmbH any guarantee in the legal meaning.
- (9) The respective current return conditions as well as the delivery guideline of Mobilshop GmbH apply. These can be viewed in the respective current version in the Internet at www.mobilshop.de. On demand, the current version is sent to the customer.
- (10) Mobilshop GmbH shall not be liable for any loss of data by the customer on storage media purchased from Mobilshop GmbH (computers, notebooks, hard disks, storage media, etc.) unless this is due to intent or gross negligence on the part of Mobilshop GmbH.
- (11) In the event of conversion, the device shall be taken back with compensation for the value in use. The age of the appliance and the purchase price are used to calculate the value in use with the help of current value tables. The older the appliance, the lower the amount that the customer is reimbursed or up to which the repair costs are covered.

Value scale

Unit age	Reimbursement of the purchase price
< 6 months	100%
6 – 12 months	80%
12 – 24 months	60%
> 24 months	40%

§9 Obligations of the customer to cooperate

- (1) The customer makes sure that all required cooperations of the customer or of his vicarious agent are made timely and, insofar as not expressly otherwise stipulated in the declaration of acceptance, that they are made free of charge for Mobilshop GmbH.
- (2) The customer will instantly provide Mobilshop GmbH will all information, which Mobilshop GmbH needs for the rendering of the agreed performances. Moreover, the customer will inform Mobilshop GmbH during the term of this contractual relationship about any significant change. This includes in particular the change of a managing director or other legal representatives of the customer.
- (3) The customer grants to the persons working for Mobilshop GmbH any required support for their work in the premises of the customer and instantly has to grant the required access to them to the necessary objects.
- (4) The customer designates a contact person for Mobilshop GmbH, who is available for all questions to the employees of Mobilshop GmbH during the performance of the contract and who is authorised to release necessary declarations about the provision of services and to take decisions.

Not prepaid deliveries will not be accepted and thus will be returned by the delivering service company.

- (5) If end customer data must be sent to the manufacturer of the sold product, the customer is obligated to conclude a corresponding data protection-compliant data transmission agreement with its end customer.

§10 Change request

- (1) Modifications and amendments of the content or of the scope of the performances owed to Mobilshop GmbH according to the contract can be proposed by both contractual partners to the respective other contractual partner. The proposition must contain at least the following information:
 - (a) concrete specification of the modification or amendment,
 - (b) justification from the technical point of view and from the IT point of view,
 - (c) effects on the time schedule to be expected, and
 - (d) estimation of the expenses, including the incurred expenses and those which will still incur for the examination of the request for modifications and amendments, as well as the implementation of the change request procedure.
- (2) The respective other contractual partner must examine the proposal and must give his view hereto towards the proposing contractual partner. The decision on the implementation of the modification or amendment proposition is made by the customer. However, Mobilshop GmbH is entitled to refuse the implementation of the modification or amendment, if it is either not technically feasible or if it is linked with a disproportionate effort that is not reasonable to Mobilshop GmbH.
- (3) For the additional expenses, which incur to Mobilshop GmbH by the realisation of the request for modifications and amendments, as well as by the implementation of the modification and amendment procedure, Mobilshop GmbH is entitled to an additional expense-related compensation on the basis of the respective current price lists of Mobilshop GmbH.

§11 Data protection

- (1) The Customer and Mobilshop GmbH mutually undertake to observe the legal provisions on data protection in the performance of the contractual relationship and to impose on their employees the obligation to comply with such provisions. The contracting parties mutually agree to demonstrate compliance with this obligation in the form required under the statutory provisions, upon the request of the other party.
- (2) Mobilshop GmbH reserves the right in individual cases to verify the Customer's credit and identity. If we are required to deliver prior to payment (e.g. invoice upon delivery), we reserve the right to conduct a credit assessment on the basis of mathematical and statistical methods in order to safeguard our legitimate interest in determining the solvency of our customers. Pursuant to Article 6(1)(f) GDPR, we will transmit the personal data required for a credit assessment to the following service provider:
Verband der Vereine Creditreform e.V., Hammfelddamm 13, 41460 Neuss, Germany. The credit report can include probability values (score values). Where score values are included in the result of the credit report, these are based on a scientifically recognised mathematical and statistical method. The calculation of the score values includes, but is not limited to, address information. We use the result of the credit assessment in respect of the statistical probability of default for the purposes of deciding whether to establish, continue or terminate a contractual relationship. The Customer can object to this data processing at any time by contacting the person responsible for the data processing or the credit reference agency specified above. However, Mobilshop GmbH shall, where appropriate, remain entitled to process the personal data insofar as this is necessary for the contractual processing of payments.
- (3) Mobilshop GmbH reserves the right to rate customers. In order to be able to grant our customers an appropriate credit facility and credit terms corresponding to their credit worthiness, we internally rate our customers in relation to their payment behaviour. By means of this rating, we examine whether a company satisfies the requirements of commercial payment transactions.

Scope and implications of the rating for the data subject

In keeping with the following principle: the better the creditworthiness and the payment behaviour of the Customer, the higher the credit limit and the more favourable the terms of payment that can be granted to the Customer. Depending on the rating result, we set a purchase limit for the Customer, i.e. a supplier credit and enable the purchase with particular payment terms, i.e. payment by SEPA direct debit or payable by invoice with a specified due date. The information on the rating is accessible only to Mobilshop GmbH with which the respective Customer has an active business relationship and where a legitimate interest in the credit rating of the Customer exists. Insofar as the Customer objects to its data being processed pursuant to Article 21 GDPR, the data of the Customer will no longer be processed for rating purposes. This will result in it not being possible to assess the risk in relation to the Customer's payment behaviour. In accordance with the principle of commercial prudence, deliveries to the Customer can then only be made on secure payment terms (advance payment or cash on delivery).

- (4) The Customer and Mobilshop GmbH mutually undertake to either destroy or continue to handle in accordance with the relevant data protection legislation all data collected in connection with the respective business relationship or company-specific information that comes to their knowledge in the course of such relationship once this relationship is terminated.
- (5) Liability under Article 82 GDPR is limited to intentional and grossly negligent violations of the applicable data protection legislation, except in the case of sensitive data within the meaning of Article 9 GDPR or where data protection is a

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fundamental objective of the contract in accordance with the intentions of both parties.

§12 Electronic invoicing

- (1) The Customer shall receive invoices from Mobilshop GmbH electronically to the e-mail address provided by the Customer. The Customer waives receipt of the invoice by post.
 - (2) The customer must ensure on the recipient's side that all electronic invoice deliveries by e-mail can be duly delivered by Mobilshop GmbH to the e-mail address provided by the customer and technical equipment such as filter programs or firewalls are to be adapted accordingly. Any automated electronic replies to Mobilshop GmbH (e.g. absence notes) cannot be taken into account and do not preclude valid delivery.
- (3) The customer must immediately notify Mobilshop GmbH in writing and legally valid of any change to the e-mail address to which the invoice is to be sent. Invoices sent to the last e-mail address provided by the customer shall be deemed to have been received if the customer has not notified Mobilshop GmbH of a change in his e-mail address.
- (4) Mobilshop GmbH shall not be liable for any damages resulting from any increased risk of electronic delivery of the invoice by e-mail compared to postal delivery. The customer bears the increased risk of access by unauthorized third parties due to storage of the electronic invoice. The Customer undertakes to set up transport encryption between his end device and his email provider.

§ 13 Compensation

- (1) The customer is obligated to pay the invoice amounts, as they result from the respective contract. All compensations must be invoiced and paid plus the respectively valid statutory value-added tax.
- (2) Beyond the agreed compensation, Mobilshop GmbH is entitled to reimbursement of necessary expenses required for the rendering of the performances according to contract required.
- (3) The supply of the customers is made on condition that the delivery is insurable by a commercial credit insurance to commercially available conditions. If this precondition is not fulfilled in the individual case, Mobilshop GmbH is entitled to demand an adequate security or advance payment for the delivery.
- (4) The compensation for supplies and performances becomes due in every case upon receipt of the invoice.
- (5) In case of SEPA Direct Debit Scheme, the creditor must inform the debtor about the debit by means of a pre-notification before the dispatch of the debit advice to the credit institution of the debtor. The pre-notification must by Mobilshop GmbH at least 1 day before the due date.
- (6) The customer names to Mobilshop GmbH a valid VAT ID number when establishing the business relationship. This number is also valid for all future individual orders of the customer, until the customer informs in writing about a change.

§14 Set-off, assignment, right of retention

- (1) The customer is only entitled to set-off rights, if his counter-claims have been legally recognised or are undisputable and acknowledged by Mobilshop GmbH, or are in a close synallagmatic relationship to the claim of Mobilshop GmbH.
- (2) The customer can assign the claims he is entitled to only with prior written consent of Mobilshop GmbH to third parties, insofar as these claims are no monetary claims.
- (3) The customer is only entitled to assert a right of retention because of counter-claims arising directly from the respective contractual relationship. Apart from that, the customer can only exercise a right of retention because of counter-claims against Mobilshop GmbH, if these counter-claims are undisputed or have been legally recognised.

§15 default, deterioration of the customer's financial situation

- (1) In any case, the compensation for deliveries and performances becomes due upon receipt of the invoice. In case of non-payment, the customer will be in default of payment after 10 days after receipt of the goods. A customer, who is in default, must pay interest on the monetary debt at 9% above the respective basic rate of interest during the default. Mobilshop GmbH reserves the right to prove and to assert a higher damage due to default.
- (2) If the customer is in default with the payment of an invoice because of general liquidity difficulties, or if his financial situation has significantly deteriorated after conclusion of the contract, all his payables towards Mobilshop GmbH become payable immediately. Then Mobilshop GmbH is entitled to execute outstanding deliveries only against provision of security or cash in advance, or to withdraw from the contract.
- (3) If, in case of a continuing obligation, the customer is in default of payment of a substantial part of the owed compensation for two successive months, and if a period for remedial action set by Mobilshop GmbH has elapsed, then this constitutes an important reason for termination pursuant to § 314 BGB and entitles Mobilshop GmbH to terminate the contract without notice. The right of Mobilshop GmbH for compensation for damage which has already occurred remains unaffected thereof.

§16 Contractual right of withdrawal

- (1) In each of the following cases, Mobilshop GmbH has the right to withdraw from the contract:
 - (a) in case of missing self-supply by a pre-supplier of Mobilshop GmbH, which is

not attributable to Mobilshop GmbH;

- (b) in the event of force majeure, labour disputes, natural catastrophes and comparable incidents, insofar as these make it substantially more difficult or impossible for Mobilshop GmbH, not only temporarily, to render its performances;
 - (c) if circumstances become known about the financial situation or the creditworthiness of the customer after conclusion of the contract;
 - (d) if the customer gives incorrect information about his financial situation or creditworthiness that essentially jeopardise the contract purpose;
 - (e) in case of behaviour contrary to the contract on the part of the customer and business transactions of the customer, which offend against good manners or constitute unfair practices.
- (2) In case of claims for damages of Mobilshop GmbH because of impossibility attributable to the customer or due to withdrawal from the contract for legal or contractual rights of withdrawal, Mobilshop GmbH is entitled to liquidated damages in the amount of 25% of the respective contractual compensation, unless, the customer proves a lower damage. Mobilshop GmbH is free to prove a higher damage.

§17 Limitation of liability

- (1) The liability of Mobilshop GmbH is limited to wilful intent and gross negligence. The liability for the absence of an assumed guarantee, because of fraudulent intent, according to the German Product Liability Act and for injury to life, body or health remains unaffected thereof.
- (2) Excluded from this provision is liability for data protection breaches pursuant to Article 82 GDPR. The provisions on data protection shall apply in this case.
- (3) Furthermore, the liability for the breach of duties, whose fulfilment only enables the proper performance of the contract and on whose fulfilment the customer may regularly rely. However, this liability is limited to the amount of the damage that is foreseeable and contract-typical upon conclusion of the contract (foreseeable damage typical for the contract).
- (4) The same applies for breaches of duties of our vicarious agent.
- (5) Claims of the customer become time-barred after one year from delivery of the goods and/or acceptance of the work. This does not apply for claims according to the German Product Liability Act, in the case of wilful intent and gross negligence as well as injury to life, body or health attributable to Mobilshop GmbH, in case of non-fulfilment of independent warranties and if Mobilshop GmbH can be accused of fraudulent intent.
- (6) Insofar as Mobilshop GmbH enables the access to other websites by means of links, then Mobilshop GmbH is not responsible for the external contents contained therein. Furthermore, Mobilshop GmbH does not adopt the external contents as its own. It is the provider of the respectively linked page who is liable for the contents of the external websites and the damages resulting thereof, and not the one who refers by links to this publication. Should we acquire knowledge that illegal contents are contained on these sites, we will instantly block the access.

§18 Export

- (1) The delivered products may contain technologies and software, which are subject to the respectively applicable export control regulations of the Federal Republic of Germany as well as the export control regulations of the United States of America or of the countries, to which the products are delivered or in which they are used. The customer obligates himself to observe the relevant provisions in their respective current version. Without prior official permit, the customer is not permitted to deliver contractual products direct or indirectly to countries, which are subject to an embargo, or to natural or legal persons of these countries as well as to natural or legal persons, who are included on international or national blacklists. Furthermore it is prohibited to deliver contractual products to natural or legal persons, who are in any way connected with the support, development, production or usage of any weapons of mass destruction.
- (2) The customer obligates himself to export or re-export products and related technology not in contradiction to the export control regulations of the United States of America, of the European Community and of Germany, and in particular to obtain the required export licences at the Federal Export Office (BAFA). Mobilshop GmbH can refuse the fulfilment of its obligations under the contractual agreements, provided that and for so long as this fulfilment infringes German, European and US-American export control right.
- (4) In case of foreign shipments the customer undertakes to fulfil any and all duties resulting from the transfer of the goods to the destination country, especially reporting obligations and waste disposal of packaging waste, electrical waste and batteries, regardless of who is deemed to be producer or first distributor/importer according to the legal requirements/ statutory provisions of the destination country. The customer will indemnify Mobilshop GmbH against any and all charges, claims, damages and penalties resulting from any failure to comply with the aforementioned obligations.
- (5) The goods offered for sale by Mobilshop GmbH are goods intended for distribution in the member states of the European Union. Unless it was expressly agreed in writing at the time of conclusion of the contract that the goods are intended for a Member State of the European Union and have presettings in this respect, the goods provided and delivered by Mobilshop GmbH for performance of the contract shall be deemed to be in conformity with the contract irrespective of the Member State for which they are intended.

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§19 Disposal obligation

- (1) The customer must contractually obligate commercial third parties, to which he passes the goods delivered by Mobilshop GmbH, that they dispose of these goods properly after termination of the use at their costs in accordance with the legal regulations and for the case of passing on the goods anew, to impose the same obligation to any further party.
- (2) If the customer fails to obligate the third parties, to whom he passes the delivered goods, contractually to assume the disposal obligation and to obligate any additional party, then the customer has to take back at his expense the delivered goods after termination of the use and to dispose of them properly in accordance with the legal regulations. The customer obligates himself to indemnify Mobilshop GmbH from all claims of third parties, which are asserted against Mobilshop GmbH due to the statutory disposal obligation, and to reimburse to Mobilshop GmbH the resulting expenses upon first demand.
- (3) The claim of Mobilshop GmbH for assumption/exemption by the customer does not become time-barred before the expiration of three years after the final termination of the use of the device. The three-year period begins at the earliest with the receipt of a written notice of the customer to Mobilshop GmbH about the termination of the use.

§20 Final provisions

- (1) Events of force majeure, which make it substantially more difficult or impossible for a contractual partner to fulfil a service or obligation, entitle the concerned contractual partner to postpone the fulfilment of this service or obligation by the duration of the obstruction and by a reasonable start-up period. The force majeure is equated with labour disputes in the facilities of the contractual partners or labour disputes in the facilities of the third parties and similar circumstances, by which the contractual partners are directly or indirectly affected.
- (2) Mobilshop GmbH may engage third parties, in particular affiliated companies, as vicarious agent for the fulfilment of his delivery and performance obligations. The contractual obligations of Mobilshop GmbH remain unaffected hereof.
- (3) For all legal relationships between Mobilshop GmbH and the customer, the law of the Federal Republic of Germany applies.
- (4) These GTC are made in English and in German language. In case of contradictions between the two versions or in case of ambiguity about the content or meaning of clauses, the German version shall be leading.
- (5) As exclusive court of jurisdiction for disputes arising from this contract, the registered office of Mobilshop GmbH in 73430 Aalen is agreed, provided that the customer is a merchant, legal person under public law or special fund under public law. The same applies, if at the time of filing the legal action the customer has no general place of jurisdiction, place of residence or habitual residence in the Federal Republic of Germany and/or such residence is not known.