

## **Terms of Use of the Arendicom GmbH for the Provider Portal**

### **I. Applicability**

With regard to the use of our Provider Portal, solely the following Terms of Use shall apply. General terms and conditions of traders conflicting with or deviating from the present Terms of Use will not be acknowledged unless expressly approved of in written in the individual case.

### **II. Online registration, conclusion of the Licence Agreement, registration fee**

By completing and submitting an online registration for one or more of our Web Shops, the provider submits a binding offer on the conclusion of a contract on the use of the Provider Portal on the present Terms of Use. A user agreement is concluded by our acceptance of the offer vis-à-vis the provider by activating their access to the Provider Portal and by sending the Provider Identification by email, at the latest by the use of the Provider Portal by the provider.

### **III. Rights of use of the provider, data administration**

1. With the conclusion of the Licence Agreement, the provider shall, for the term of the Licence Agreement and on the conditions of the present Terms of Use, receive the non-exclusive and non-transferable right
  - to access the Provider Portal for the Web Shop for which the provider is registered,
  - to access open customer orders received in this Web Shop,
  - to launch offers for sale in response to the open customer orders on our applicable General Conditions of Purchase, as well as
  - to access information on sales transacted by the provider via the Provider Portal in the past.
2. All rights in the contents and software made available by us are held by us or our licence partners. The provider shall only receive the simple, non-transferable right to online access to these contents and software within the scope of the intended purposes according to No. 111.1.3. The personal data registered in the Provider Portal by the provider, particularly contact data (e.g. email address) shall always be kept up-to-date and correct by the provider.

### **IV. Conclusion of individual purchase agreements, conditions of purchase, blocking of the provider**

1. The provider shall be entitled to submit an offer for sale with us for open customer orders shown in the Provider Portal via the Provider Portal at the purchase price respectively indicated in the customer order minus the respectively stated discount and minus the respectively stated payment processing fee, shipment charges and other indicated charges subject to the following provisions of No. IV. 4.
2. Our General Conditions of Purchase for the Provider Portal shall apply to all individual purchase agreements concluded via the Provider Portal. The respectively current version of the General Conditions of Purchase for the Provider Portal is accessible from the Provider Portal.

### **V. Direct debit mandate, credit card payment, transfer**

1. The provider shall be obliged to grant us a SEPA direct debit mandate for all of our claims arising from the user agreement as well as for all individual purchase agreements entered into in connection with and via the Provider Portal upon conclusion of contract and to uphold it for the term of the Licence Agreement.

2. In the event the provider only holds an account with a bank outside of the SEPA territory and the grant of a SEPA direct debit mandate is, insofar, not possible all payments to us which arise out of the User Agreement or the individual purchase agreements entered into via the Provider Portal shall be effected by credit card or by transfer to us. The costs and expenses incurred by the credit card payment or the transfer shall be payable by the provider.

## **VI. Liability**

1. We shall be liable for intent and gross negligence. In the event of a slightly negligent infringement of a principal obligation or of an secondary obligation the violation of which imperils the attainment of the purpose of the agreement or the fulfilment of which constitutes a condition sine qua non for the proper implementation of the agreement and the fulfilment of which the provider could reasonably rely on ("essential secondary obligation") our liability shall be limited to damage foreseeable at the time of the conclusion of contract and typical for the agreement. In the event of a slightly negligent violation of secondary obligations not constituting essential secondary obligations we shall not be liable.

2. Liability in the event of fraudulent concealment of defects or in the event of the assumption of a quality warranty as well as liability based on claims based on the Product Liability Act and for damage arising from loss of life, physical injury and damage to health shall remain unaffected.

## **VII. Confidentiality**

The provider shall be obliged to treat all non-evident commercial and technical details as well as data becoming known to them in the course of the business relationship as trade secrets. Sub-contractors and employees shall be obligated correspondingly.

## **VIII. Protection of data privacy**

1. To the extent the provider gains access to personal data of customers and our manufacturers /importers these shall only be used for the purposes of the required implementation of the agreement. Other uses are not permissible.

2. The provider shall keep the Provider Identification secret and shall not make it available to unauthorised third parties. In the event of a culpable infringement of this obligation the provider shall be obliged to refund the damage suffered by us in consequence of the breach of duty.

3. In addition, the provisions of the data processing agreement shall apply.

## **IX. Term of contract, termination**

The user agreement is concluded for an indefinite period and can be terminated by each party in written without observation of a period of notice. Subject to a deviating declaration or agreement, termination shall not affect offers for sale of the provider already placed at the time of the termination of the Agreement and concluded purchase agreements.

## **X. Applicable law, place of jurisdiction, partial invalidity**

1. Only the law of the Federal Republic of Germany shall be applicable under exclusion of United Nations Convention on Contracts for the International Sale of Goods.

2. To the extent the provider is a merchant the exclusive place of jurisdiction is our place of business. We are, however, entitled, to appeal to any legally competent court.

3. Should individual provisions of the Contract be or become wholly or partly invalid the Agreement shall remain effective otherwise. In the event of such invalidity the parties shall agree on a legally effective substitute provision economically close to the invalid stipulation. The same shall apply should a contractual gap become apparent.

Status: September 2018