



Customer and User Information, and General Terms and Conditions of reBuy

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reBuy is a service with which you can easily sell used products at a fixed price (see § 2 of the terms of use, purchase by us) if they are included in our product catalogue. The following general terms and conditions apply to the use of our service and website:

§ 1 General Terms of Use

I. Applicability of these Terms and Conditions; Contractual Partners; Private and Corporate Customers; Language of Contract, Applicable Law and Jurisdiction

1. All contractual relationships between you and us are subject to these Terms and Conditions. Subject to prioritised individual agreements, we explicitly do not accept any deviating or supplementary regulations and terms & conditions. This applies to the use of our service as well as to any purchase contracts between you and us. If you would like to sell through your business with us, please contact our Customer Service in advance to register with us as a business customer. Customers who do not register as business customers will be treated as private customers when invoicing. It is not possible to change the status retroactively after conclusion of the contract. We reserve the right to check your private customer status and classify you as a business customer if necessary.
2. The user relationship as well as purchase contracts are created between you and us, reBuy reCommerce GmbH located at Potsdamer Str. 188, 10783 Berlin, legally represented by the managing director Torsten Schero registered in the commercial register Charlottenburg under HRB 109344 B.
3. The exclusive language of the contract is English. With reservations to overriding mandatory provisions of foreign law, German law alone shall apply, excluding the provisions of the UN Convention for the International Sale of Goods.
4. We commission reBuy reCommerce Services GmbH & Co. KG, Kanalstr. 139, 12357 Berlin with the logistics, repair and services (customer service). Should individual provisions of the contract between you and us, in particular provisions of these terms and conditions of use and contract, completely or partly violate mandatory



law, be void or ineffective for other reasons, the validity of the remaining provisions of the contract and these terms and conditions of use and contract shall remain unaffected.

II. Contractual text and account data; customer service

1. Contractual texts are stored by us within the scope of our commercial accounting according to the legal requirements. To view your contract, please contact our Customer Service <https://service.rebuy.co.uk/customer/portal/emails/new>. However, we advise you to save or print out the contractual documents sent to you by e-mail for your records. If you have made your purchase or sale directly via www.reBuy.co.uk, you can access your details and the status of your current sales at any time via the „My Account“ link at www.reBuy.co.uk. This possibility does not exist if you have made your purchase or sale via the website of one of our partners.
2. Our Customer Service is at your disposal for questions, complaints and complaints. You can reach us via the following link: <https://service.rebuy.co.uk/customer/portal/emails/new>.

III. Use of our website/service and opening of a customer account; newsletter; use of your data by us; reviews and granting of rights

1. In order to use our services, you must be fully legally capable and register on our website. Registration is free of charge.
2. To register, please complete the online registration form for opening an account completely and truthfully. If your data changes, you are responsible for updating it yourself. All changes can be made online after registration under „My Account“. In order to avoid misuse, you are obliged to keep your registration data confidential and not to inform third parties. Every customer may open an account.
3. If you wish to delete your data from our website, please use our contact form at <https://service.rebuy.de/customer/portal/emails/new>. Then select the topic „Delete Account“. We will then send you an e-mail with a link to confirm the deletion of your account. Your account will be blocked immediately; the deletion of the stored data will be carried out separately after all outstanding purchase transactions have been completed and the legal retention periods have expired. Therefore, please make backup copies of all the data of your account that you still need.



§ 2 Purchase of your used products by us (purchases)

I. Conclusion of the contract and further expiration

1. You submit us an offer for the purchase of used products by using the appropriate purchasing function (process) on our website at www.reBuy.co.uk or on the pages of our cooperation partners.

For this purpose, please name the offered product with the help of our product catalogue and, if necessary, describe its condition (usually we will give you a catalogue of criteria). We only purchase products which are included in our product catalogue and which meet our specifications for quality. You will then have the opportunity to check your details and, if necessary, correct them before submitting a binding offer to sell by clicking the „Sell“ button.

On the basis of your product and condition description, we will already give you a non-binding price on our website, which you will receive from us for the product if this product actually corresponds to the description you have given. This is for your guidance only and does not constitute our acceptance of your offer to sell.

You have 14 days from submitting your offer to send us the product you are offering. Please use the shipping label provided by us for this purpose; As soon as we receive the product, we will immediately check its condition. Acceptance of entire consignments, irrespective of the condition of individual products, may be refused if we cannot reasonably be expected to check the contents of the consignment due to health reasons. As a rule, the inspection is unreasonable for us if the shipping packaging or parts of the contents of the consignment are heavily soiled or if it emits an odour that suggests wetness or mould. You may have to bear additional costs.

If the product and its condition are in accordance with your description, we will accept your offer by e-mail at the already determined price. This creates a corresponding contract between you and us.



- a. **If the examination of the submitted product reveals that the actual condition differs from the condition indicated in your description of condition, we will reject your offer and send you a new purchase offer by e-mail with a price adapted to our criteria and the condition of the goods (counter-offer).**

You can accept or reject this counter-offer within 14 days of receiving our e-mail; for this purpose, we provide you with your personalised webpage, which you can access by clicking on the link in our e-mail. If you accept our counter-offer, the contract is concluded on the basis of the counter-offer between you and us.

If you reject our counter-offer, no contract is concluded. We will send your product to you free of charge and at our risk to the address given by you after prior notification. If the package cannot be delivered due to a wrong address, we will ask you to provide the correct address within 5 days. If you do not comply with this request and do not comply with it within 3 weeks, you declare that the goods in question are to be taken out of the system and you surrender ownership of the goods. Your right to return the goods will then no longer exist.

If you do not respond to our e-mail with the counter-offer within 14 days, i. e. do not expressly accept or reject it, we assume that you want to accept our counter-offer. A corresponding contract is then also concluded on the basis of our counter-offer. We will expressly draw your attention to this consequence in our e-mail with the counter-offer.

- b. If it turns out during the examination of the goods by us that we cannot buy the articles sent by you (e. g. with goods not contained in the assortment) or we cannot offer you a price (e. g. with defective goods), then we will reject your sales offer and offer you to have your product send back free of shipping costs and at our risk to the address indicated by you or to dispose of it.

If you do not respond to our e-mail within 14 days, i.e. if you do not expressly accept or reject it, we assume that we are to dispose of your product on your behalf. This will be expressly pointed out to you in our e-mail



notification.

2. If you offer us several products, a separate purchase contract is concluded for each individual product; in the case of several identical products, only under the following conditions.
3. Purchases are only made in quantities customary for private customers. If you offer us more than one piece of a single product, we expressly reserve the right to submit a new offer (counter-offer) for each of these products or to reject your offer.
4. Products from the Channel Islands and the Republic of Ireland cannot be sent in.

II. Sending in at the time of purchase; costs of sending in; transport risk; data backup

1. The sending in of products from the United Kingdom is free of charge for you if you use our shipping label. The label will be made available to you free of charge for printing on our website after placing the order. Shipping with our shipment label is insured. The acceptance of unfree or insufficiently franked entries can be rejected by us; you have to bear any additional costs incurred as a result.
2. All products you send to us must be packed carefully and sent insured with our delivery note. If you do not comply with these guidelines, the risk of damage, and in the case of private dispatch also loss, lies with you on the dispatch route.
3. You are obliged to secure data such as address book entries, messages, photos, music, etc. of devices before sending them to us and then delete them permanently and securely. As a rule - but without being obligated to do so - we carry out data deletion, resetting to the delivery state and possibly software updates within the scope of our acceptance of goods and testing, which regularly leads to a permanent deletion of existing data. We are therefore not responsible for the protection and receipt of personal data, nor are we responsible for ensuring that this data does not fall into the hands of third parties.

III. Payment

1. If you send us an offer to purchase used products, the payment will be made to a bank account. You must provide us with the relevant account details truthfully. The risk of incorrect input lies with you.
2. Payments will be made immediately after acceptance of the relevant offer, counter-offer or new offer by us or you on the bank account named by you. Depending on your bank and country, withdrawals will be credited to your bank account after



2 to 7 working days, as instructed by us. In the event of a transfer abroad, you will bear any costs incurred. If you transfer money to an account at a bank based in the UK, the transfer is free of charge.

IV. Ownership and warranties of the products at the time of purchase; exemption by you

1. By submitting your offer to us, you assure us that you are the legal owner of the offered product or that you have the legitimacy to sell us this product and to acquire ownership of it. You further warrant to us that the products offered are free of any third-party rights.
2. In addition, upon submitting your offer, you undertake to indemnify us against all claims by third parties, irrespective of the nature and origin of the products offered, as well as to indemnify us against all damages, including reasonable costs arising from any claims for legal and/or judicial assistance that may be necessary or deemed necessary as a result thereof.

§ 3 Dispute resolution

Dispute resolution in accordance with Art. 14 Abs. 1 ODR-VO:

The European Commission has created an Internet platform for the online settlement of disputes, which serves as a contact point for out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. The platform can be reached under the following <http://ec.europa.eu/consumers/odr>.

You can contact us by e-mail via our contact form: <https://service.rebuy.co.uk/customer/portal/emails/new>.