Условия и правила

General Terms and Conditions (“GTC”)

1. General Information

1.1. Refurbed Marketplace GmbH (“refurbed”) operates an online platform at www.refurbed.de, including all associated subdomains (“Platform”), on which refurbished products as well as other services (“Products”) are offered and sold by sellers (“Sellers”) and purchased by customers (“Customers”). Customers may be consumers or businesses. A *consumer* is any natural person acting for purposes that are predominantly outside his or her trade, business, or profession. A *business* is any natural or legal person or partnership with legal capacity acting in the course of its trade or self-employed professional activity when entering into a legal transaction.

1.2. These General Terms and Conditions (“GTC”) govern the use of the Platform and apply to every natural or legal person who uses the Platform in any form, whether as a visitor or a Customer (collectively, “Users”).

1.3. Contact in Germany:

Refurbed Marketplace GmbH

Jakov-Lind-Straße 7, A-1020 Vienna, Austria

0800 – 700 12 10

service@refurbed.de, https://www.refurbed.de/imprint/

1.4. refurbed provides only the technical framework for the conclusion of contracts between Users and the respective Sellers via the Platform (“Purchase Agreement”). refurbed itself is not a contracting party to such Purchase Agreements. The contracting party to each Purchase Agreement is solely the Seller indicated during the order process prior to submission of the order. The execution and performance of the Purchase Agreement—including delivery, warranty, rescission, and all other contractual and statutory obligations—are the sole responsibility of the Seller. refurbed assumes no performance obligations or liability in this respect, except with regard to its own intermediation and service functions.

1.5. The use of the online services provided by refurbed on the Platform is governed exclusively by the current GTC available at https://www.refurbed.de/tos/. Please also review the Privacy Policy at https://www.refurbed.de/privacy/ and the Legal Notice at https://www.refurbed.de/rechtliche-hinweise/. By accessing or using the Platform, Users accept the GTC and enter into a contract with refurbed for the use of the Platform and for the intermediation and service functions provided by refurbed (the “Platform Usage Agreement”). The separate Purchase Agreement for Products offered on the Platform is concluded solely between the Users and the respective Seller at the time the order is placed and accepted. refurbed is not a contracting party to these Purchase Agreements.

1.6. General terms and conditions deviating from these GTC or other contractual arrangements with refurbed shall apply only if refurbed has expressly agreed to their validity. For business Users, such consent must be given in writing.

1.7. Refurbed Direct GmbH (“refurbed Direct”) and Refurbed Plus GmbH (“refurbed Plus”) are part of the refurbed Group and act on the Platform as Sellers for add-ons and for the trade-in programme (refurbed Direct) and as insurance intermediaries (refurbed Plus).

2. Availability of the Platform

2.1. refurbed endeavours to ensure uninterrupted availability of the Platform to the greatest extent possible. Interruptions beyond refurbed’s control—particularly necessary and unavoidable maintenance or technical disruptions (e.g., power outages, network failures)—remain unaffected.

3. Users

3.1. Use of the Platform by natural persons requires full legal capacity. Persons under 18 years of age are excluded from using the Platform. Legal entities must act through authorised representatives.

3.2. By completing the order process, Users confirm that they are at least 18 years of age, possess full legal capacity, or are acting through an authorised representative, and that they are aware of the legal consequences of any misrepresentation.

4. Ordering Process

4.1. To initiate the ordering process, Users select the desired Product, click the "Continue" button, and enter the information required for the order. Before clicking the "Pay" button, entries can be reviewed, corrected, or deleted at any time. The order process can be cancelled at any time by closing the browser window or using the "Back" function.

4.2. Before clicking "Pay", Users are informed of the product-specific features provided by the Seller, the total price of the ordered products including all taxes and costs, such as any applicable shipping costs and/or any service fee charged by refurbed depending on the total order value (see clauses 9.1 and 9.3), the selected payment and delivery methods, as well as the terms applicable to the Purchase Agreement. By clicking "Pay", Users submit a binding purchase offer that is transmitted to the Seller via the Platform. The Purchase Agreement is concluded solely between the Users and the respective Seller once the Seller accepts the offer, typically through an order confirmation. refurbed is not a contracting party to such Purchase Agreements; apart from the Platform Usage Agreement, no additional contract is concluded with refurbed.

4.3. The handling of the order process is carried out by the respective Seller. The processing of the order and the transmission of all information necessary for the conclusion of the contract are conducted by e-mail and partly in an automated manner. Users must therefore ensure that the e-mail address provided is correct, that receipt of e-mails is technically ensured, and that it is not blocked by spam filters.

5. Customer Account

5.1. Users may create a customer account ("Customer Account") on the Platform at any time.

5.2. Users are obliged to keep the data of the Customer Account confidential and not to disclose it to third parties. Any misuse or other unauthorised use by third parties must be reported to refurbed without undue delay after becoming known.

5.3. For efficient and seamless communication, it is recommended that Users send notifications and inquiries to refurbed or the respective Seller via the communication functions provided on the Platform. However, Users may also contact refurbed or the Seller through other legally permissible communication channels.

6. Management of Customer Accounts and Termination

6.1. If objectively justified by repeated or significant breaches of contract or unlawful conduct, refurbed may temporarily suspend the affected Customer Account under the Platform Usage Agreement. refurbed's right to terminate the Platform Usage Agreement for cause, including deletion of the Customer Account, remains unaffected if continuation of the contractual relationship would be unreasonable in such cases.

6.2. refurbed will promptly inform the Users of any account suspension and communicate the reasons for it.

6.3. Users may request deletion of their Customer Account at any time by notifying refurbed in text form (e.g. by e-mail).

6.4. Users have the right to object to measures taken on the basis of these GTC or to raise complaints regarding other matters related to the Platform at any time. Objections and complaints may be submitted by e-mail to dsacompliance@refurbed.com. refurbed will review and respond to such objections and complaints in accordance with applicable legal requirements.

7. Delivery

7.1. The Products ordered by Users are delivered directly by the respective Seller. Delivery shall be made to the delivery address specified by the Users.

7.2. Sellers are obliged to deliver the Products without undue delay and, at the latest, within thirty (30) days after conclusion of the Purchase Agreement. Any information on the Platform regarding shipping or delivery times indicating a shorter period constitutes non-binding estimates unless a binding commitment has been expressly agreed with the Seller.

7.3. For Purchase Agreements between a Seller and a consumer, the statutory provisions on the transfer of risk apply. For transparency, it is noted that the risk of loss or damage to the Product generally passes to the consumer only when the Product is delivered to the consumer or to a person designated by the consumer who is not the carrier, or to a drop-off location designated by the consumer. However, if the consumer independently concludes or initiates the shipping contract without using a shipping option offered by the Seller, the risk passes to the consumer upon handover of the Product to the carrier. Mandatory consumer protection rules under the law of the consumer's residence providing for more favourable terms take precedence.

7.4. Users are requested to notify the respective Seller of any transport damage without undue delay after receipt of the Product.

7.5. If Users receive an empty package, they may expedite the process by requesting a weight verification from the shipping service provider. Otherwise, the Seller's investigation must be completed before further steps can be initiated.

8. Product Prices

8.1. The prices indicated by each Seller in their offers already include shipping costs. If shipping costs are not included, they will be displayed separately alongside the product price. The product prices include all price components for the Product, including all applicable taxes. In addition to the product prices, refurbed may charge a shopping-cart-dependent service fee in accordance with clause 9.3 (for this additional service fee, see clause 9; for vouchers, see clause 12).

8.2. If bulky or oversized Products are shipped or returned, or if (return) shipping requires the use of a freight forwarder, Users shall bear the costs specified by the Seller for such services. Users will be informed of these costs separately by the Seller.

8.3. Product prices are shown inclusive of value-added tax (VAT). The notation "incl. VAT" refers to the VAT owed by the Sellers and not to any deductible input tax amount for the Users. If one or more Products are subject to differential taxation, VAT will not be shown on the invoice. Products subject to differential/marginal taxation are identified by a note displayed directly during the checkout process.

9. Service Fee

9.1. For a shopping cart value of over €50.00 up to and including €1,500.00, refurbed charges a service fee (including VAT), which is charged in addition to the product price and is to be borne by Users, and whose amount depends on the total value of the respective order (shopping cart value). The service fee is charged only once per ordering process, regardless of the number of products purchased simultaneously, only the total value of the goods is decisive. Where a service fee applies, it is displayed separately during the ordering process, after clicking the "Proceed to Cart" button and before completion of the ordering process, in the price overview and total calculation of the order. The service fee is not part of the product price displayed for the individual product (see clause 8.1).

9.2. The service fee contributes to the proper operation of the Platform, particularly the maintenance of the technical infrastructure for smooth order processing and the continuous improvement of the offering. It also serves to ensure quality standards through regular spot checks of Sellers. In addition, the service fee is used to provide comprehensive customer support by refurbed, which facilitates contact with Sellers when necessary, mediates issues between Users and Sellers, and offers a dedicated customer chat with direct contact persons from refurbed.

9.3. The service fee is calculated on the basis of the total order value of the shopping cart after application of discounts or other price reductions. The exact amount of the service fee is displayed before completion of the order process. The service fee is structured as follows:

- For a total order value up to and including €50.00: €0.00
- For a total order value between €50.00 and up to and including €1,500.00 the following tiers apply:
  - For a total order value over €50.00 and up to and including €100.00: €0.99
  - For a total order value over €100.00 and up to and including €200.00: €1.99
  - For a total order value over €200.00 and up to and including €300.00: €2.99
  - For a total order value over €300.00 and up to and including €400.00: €3.99
  - For a total order value over €400.00 and up to and including €700.00: €4.99
  - For a total order value over €700.00 and up to including €1,500.00: €5.99

- For a total order value over €1,500.00: €0.00

10. Information on the Recommendation System and Prices

10.1. When searching or browsing Products on the Platform, Users are shown results based on the respective product type (e.g. iPhone 13, red) or category (e.g. iPhone, laptop, tablet, mobile phone). Products are displayed by default in an order of popularity. Users may retain this preset or adjust the sorting according to their individual preferences.

10.2. Within each category, Users may choose from the following sorting options to display or adjust the search results accordingly:

- **Popularity** is the default sorting order. It displays the most relevant Products on the Platform, with higher-ranked Products generally appearing above those of lower relevance. refurbed considers the following key factors when determining the popularity ranking, as they best reflect User preferences:
  - Sales history
  - Price
  - Availability
- **Price descending** sorts Products in descending order by price, listing the highest-priced Product first and the lowest-priced last.
- **Price ascending** sorts Products in ascending order by price, listing the lowest-priced Product first and the highest-priced last.

10.3. Users may further refine their selection by using filter options such as brand, price, or size, which are based on the available product attributes.

10.4. refurbed does not use personalised data for product rankings or product badges.

10.5. When displaying a specific Product (e.g. iPhone 15) or product variant (e.g. iPhone 15, 128 GB, Dual SIM, blue), refurbed ranks product listings to ensure Users receive an excellent price-performance ratio and a smooth user experience. The main factors are price, followed by the Seller's product quality, speed and quality of customer service, and punctual delivery performance. For Products with multiple variants or configurations, sorting is based on the most popular options such as colour, condition, storage size, and other product-specific characteristics (e.g. black, 128 GB).

10.6. Rankings are made without preferential treatment of individual Sellers and are based solely on the objective factors mentioned above. Users can view all available offers for each Product transparently by clicking the "All Offers" link.

10.7. Product badges highlight Products or offers to help Users find items they may like. refurbed offers the following badges to assist Users in identifying attractive deals and popular Products:

- **"Bestseller"** highlights the best-selling Products in a specific category. The key factor is the number of current and historical sales of the Product, including all available variants (e.g. colour, storage capacity, etc.).
- **"Almost sold out"** indicates Products that are only available in limited quantities and will soon sell out (fewer than three Products of a specific type and configuration).
- **"Best deal"** highlights Products with the lowest price in the last fourteen (14) days. The main factors are price and availability.

10.8. The "New Price" or "Original Price" refers to the current market price of a Product based on the average of all offers listed on an independent German-language price comparison portal and is updated daily. This may appear as a struck-through price.

10.9. "Recommended for you" Products are either those recently viewed or derived from aggregated sales data.

11. Payment Methods

11.1. Various payment methods are available to Users on the Platform. Payment processing is carried out via established payment service providers such as Stripe, Braintree, and Hyperwallet (a PayPal Group service) to ensure secure and efficient transactions.

11.2. The supported payment methods (e.g. credit card, PayPal, instant transfer, instalment payment) are displayed at the end of the ordering process. If Users select a Klarna payment method, processing is handled directly by Klarna, which acts as the controller under data protection law. Before completing the payment process, Users are separately informed of Klarna's terms of use.

11.3. refurbed transmits to the respective payment service providers only those personal data necessary for payment or payout processing (Article 6(1)(b) GDPR).

11.4. Unless otherwise indicated for individual payment methods or agreed separately, all payment claims arising from Purchase Agreements concluded via the Platform are due immediately upon completion of the order process.

12. Vouchers

12.1. Subsequent payment or offsetting of vouchers is not possible. Only one voucher may be redeemed per order. Vouchers are non-transferable and may be used only once. Cash payment is excluded. If the right of return is exercised, only the reduced purchase price will be refunded. There is no entitlement to reimbursement or replacement of vouchers. Vouchers may not be combined with other discount campaigns.

13. Copyrights of refurbed

13.1. The content available on the Platform is protected by copyright or other intellectual property rights and is owned by refurbed or by the Seller who provided the respective content. The compilation of content on the Platform as such is protected as a database or database work within the meaning of copyright law.

13.2. No parts of the Platform may be systematically extracted and/or reused without the express consent of refurbed. In particular, it is not permitted—without such consent—to use data mining, web crawlers (bots), or similar data collection and extraction programs to extract any part of the Platform for reuse, whether once or repeatedly. Likewise, it is prohibited, without refurbed's consent, to create and/or publish an independent database containing substantial parts (e.g. prices or product information) of refurbed's Platform.

14. Liability of refurbed and Warranty

14.1. refurbed's liability for damages is governed by statutory provisions. However, to the extent permitted by law, refurbed shall be liable for property and financial damage only in cases of intent or gross negligence. In the event of injury to life, body, or health, refurbed shall also be liable for slight negligence. This limitation of liability does not apply where mandatory statutory provisions provide otherwise.

14.2. Under no circumstances shall refurbed be liable for delays or performance failures caused by force majeure events that are beyond refurbed's control (e.g. natural disasters, war, pandemics, official orders).

14.3. The Purchase Agreement for Products is concluded exclusively between the Users and the respective Seller, who decides independently on the acceptance of the offer. refurbed provides support within the scope of the Platform service—such as facilitating contact with Sellers in connection with warranty or other claims—but cannot guarantee their enforceability. Any liability of refurbed (subject to clause 14.1) or other statutory obligations remains unaffected.

15. Responsibility for Content

15.1. refurbed places great importance on ensuring that only Sellers with precise and complete product descriptions are admitted to the Platform. Product and service information, particularly concerning features, availability, and prices, is provided by the Sellers. This information does not constitute an offer by refurbed.

15.2. The prices of the Products are determined by the respective Sellers. As Platform operator, refurbed endeavours to ensure transparent display of such prices, including all applicable taxes, fees, and delivery costs.

15.3. Any liability of refurbed (subject to clause 14.1) or other statutory obligations remains unaffected.

16. Assignment, Right of Retention and Set-off

16.1. The assignment of claims against refurbed to third parties is not permitted where refurbed has a legitimate interest in excluding such assignment. However, if the legitimate interest of the Users in the assignment outweighs refurbed's interest, the assignment shall be permissible. Such outweighing is presumed, in particular, for assignments to consumer associations

in Germany entitled to bring actions under § 3 of the German Injunctions Act (Unterlassungsklagengesetz – UKlaG), to litigation funding companies, or to comparable organisations.

16.2. Transfer of the Customer Account to another person is only permitted with the express prior consent of refurbed.

16.3. Consumers may set off their own claims against refurbed's claims if the counterclaim has been finally adjudicated or acknowledged by refurbed. For businesses, set-off is permitted only with undisputed or finally adjudicated claims. The statutory right of retention remains unaffected for all Users.

17. Amendments to the Contract

17.1. refurbed reserves the right to amend these GTC for objective reasons (e.g. changes in statutory provisions, technical requirements, or expansion of the range of services). The current version of the GTC is available at any time on the Platform at https://www.refurbed.de/tos/ and applies to all Users, with or without a Customer Account, each time the Platform is used. For Users with a Customer Account, material amendments will be communicated by e-mail at least thirty (30) days before they take effect. If Users with a Customer Account do not object within this period, the amended GTC shall be deemed accepted. The notification will expressly draw attention to this legal consequence. If an objection is made in due time, the Platform Usage Agreement shall continue under the previous terms, without prejudice to refurbed's right to terminate the contractual relationship with reasonable notice.

18. Choice of Law, Place of Performance, Jurisdiction

18.1. German law shall apply, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). For contracts with consumers, this choice of law shall apply only to the extent that the protection afforded by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn (principle of favourability).

18.2. For actions brought by businesses, the registered office of refurbed shall be the agreed exclusive place of jurisdiction.

18.3. refurbed is neither obliged nor willing to participate in dispute-resolution proceedings before a consumer arbitration board.

19. Final Provisions

19.1. The invalidity or unenforceability of individual provisions shall not affect the validity of the remaining provisions of these GTC. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the economic and legal purpose of the invalid or unenforceable provision. The same shall apply mutatis mutandis in the event of a gap in these provisions.

20. Right of Withdrawal

20.1. Notwithstanding the possibility to delete the Customer Account at any time pursuant to clause 6.3, the Platform Usage Agreement may be terminated by the Users at any time.

20.2. For Purchase Agreements with Sellers concluded via the Platform, consumers have a statutory right of withdrawal of fourteen (14) days from receipt of the goods. In addition, Sellers voluntarily extend this withdrawal period to thirty (30) days. Withdrawal may be exercised without stating reasons, for example by using the withdrawal form available under clause 21. Use of the form is recommended but not mandatory. refurbed will forward the withdrawal declaration to the respective Seller without undue delay.

20.3. To comply with the withdrawal period, it is sufficient that the notice of exercise of the right of withdrawal is sent before the expiry of the withdrawal period.

20.4. If a Purchase Agreement with a Seller is withdrawn, all payments must be refunded immediately and no later than fourteen (14) days from the day on which the Seller receives the withdrawal notice. The same means of payment used for the original transaction shall be used for the refund unless expressly agreed otherwise. Under no circumstances shall any fees be charged for such refund.

21. Withdrawal Form

(If you wish to withdraw from the contract, please fill out this form and return it by post or e-mail.)

Sample Withdrawal Form for Use of the Platform

To:

Refurbed Marketplace GmbH

Jakov-Lind-Straße 7

A-1020 Vienna

service@refurbed.de

I/we () *hereby withdraw from the contract concluded by me/us* () concerning the purchase of the following goods () */ the provision of the following service* ():

Ordered on () */ received on* ()

Name of the User: _____

Address of the User: _____

Date: _____

Signature: _____ (only if this form is submitted on paper)

(*) Delete as appropriate.

Sample Withdrawal Form for Products from Sellers

(If you wish to withdraw from the contract, please fill out this form and send it to the Seller by post or e-mail.)

To:

For the attention of: _____ (Please enter the Seller's name here)

I/we () *hereby withdraw from the contract concluded by me/us* () concerning the purchase of the following goods () */ the provision of the following service* ():

Ordered on () */ received on* ()

Name of the User: _____

Address of the User: _____

Date: _____

Signature: _____ (only if this form is submitted on paper)

(*) Delete as appropriate.

22. Contact

You can find our address here:

Refurbed Marketplace GmbH

Jakov-Lind-Straße 7

A-1020 Vienna, Austria

Terms and Conditions valid through July 24, 2026