

Terms and Conditions

General Terms and Conditions of Use and Business

1. General Information

1.1. Refurbed Marketplace GmbH (“refurbed”) operates an internet platform under <https://www.refurbed.ie/>, including all associated subdomains (the “Platform”), on which refurbished products and other services (“Products”) may be offered or sold by sellers (“Sellers”) and purchased by customers (“Customers”). Customers may be either consumers or businesses. For the purposes of these General Terms and Conditions, a “consumer” means any natural person who is acting for purposes which are outside his or her trade, business, craft, or profession, while a “business” means a natural or legal person acting for purposes relating to its trade, business, craft, or profession. These General Terms and Conditions (“GTCs”) govern the use of the Platform and are entered into between refurbed and any person (natural or legal) who uses the Platform in any manner, including as a visitor, Customer (together, the “Users”).

1.2. refurbed only provides the technical framework for contracts concluded between Users and the respective Sellers on the Platform (“Purchase Agreement”). refurbed itself is not a party to these Purchase Agreements. The contracting party of each Purchase Agreement is exclusively the Seller, who is identified during the order process before an order is placed. The performance of the Purchase Agreement - including delivery, warranty, returns, or any other contractual obligations - is the sole responsibility of the Seller. refurbed therefore does not assume any performance obligations or liability in this regard, except for its own intermediary and related services.

1.3. The use of the Internet services provided by refurbed on the Platform are subject exclusively to these GTCs valid at the time of use and accessible at <https://www.refurbed.ie/tos/>. Please also note our Privacy Policy at <https://www.refurbed.ie/privacy/> and our Legal Information at <https://www.refurbed.ie/legal-notice/>. By accessing or otherwise using the Platform, the User accepts these GTCs, thereby entering into a contract with refurbed for the use of the Platform and refurbed’s intermediary and related services (the “Platform Usage Agreement”). The separate Purchase Agreement for Products offered on the Platform is concluded exclusively between the User and the respective Seller at the time the User submits an order that is accepted by the Seller. refurbed is not a party to these Purchase Agreements.

1.4. General terms and conditions deviating from these GTCs or other contractual agreements shall apply only if expressly accepted by refurbed; for commercial entities, such acceptance must be in writing.

1.5. Refurbed Direct GmbH (“refurbed Direct”) and Refurbed Plus GmbH (“refurbed Plus”), are part of the refurbed group and act as Sellers for add-ons and for the trade-in program (refurbed Direct) and as insurance brokers (refurbed Plus) on the Platform.

2. Availability of the Platform

2.1. refurbed ensures that the availability of the Platform is as uninterrupted as possible. Interruptions over which refurbed has no influence, in particular in the form of necessary and unpostponable maintenance work or technical faults (e.g. power failures, network faults), remain unaffected.

3. Users

3.1. The use of the Platform by natural persons requires unrestricted legal capacity. Persons who have not yet reached the age of 18 are excluded from using the Platform. Legal entities must act via authorized representatives.

3.2. By completing the order process, the User confirms that he has reached the age of 18, has full legal capacity or acts via an authorized representative and is aware of all legal consequences of providing false information.

4. Order process

4.1. To start the order process the User has to select the desired Product, click on the ‘Continue’ button and enter the information required for the order. The User can check, correct or delete the entries at any time before clicking the ‘Pay’ button. The User can cancel the order process at any time by closing the browser window or using the ‘Back’ function.

4.2. Before clicking the 'Pay' button, Users are informed of the Product's specific features as provided by the Seller, the total price (including all applicable charges), the selected method of payment and delivery, as well as the terms and conditions applicable to the Purchase Agreement. The Purchase Agreement is concluded exclusively between the User and the respective Seller once the order is submitted and accepted by the Seller. refurbished is not a party to these Purchase Agreements; beyond the existing Platform Usage Agreement, no separate contract is concluded with refurbished.

4.3. The order process is carried out by the respective Seller. The processing of the order and transmission of all information required in connection with the conclusion of the contract takes place by e-mail and is partially automated. Users must therefore ensure that the e-mail address provided is correct, that the receipt of e-mails is technically ensured and, in particular, that it is not prevented by SPAM filters.

5. Customer account

5.1. The User is free to create a customer account ("Customer Account") on the Platform at any time.

5.2. The User is obliged to keep the data of the Customer Account secret and not to pass it on to third parties. Any misuse or other unauthorized use by third parties must be reported to refurbished immediately upon becoming aware of it.

5.3. For quick and smooth processing of notices and requests, communication with refurbished or the Seller via the communication functions provided on the Platform is recommended. The User can also contact refurbished or the Seller via other legally mandated channels.

6. Management of the Customer Account, termination, complaint handling

6.1. Provided that this is objectively justified as a result of repeated or significant breaches of contract or unlawful conduct, refurbished may temporarily suspend the Customer Account concerned under the Platform Usage Agreement. The right of refurbished to extraordinarily terminate the Platform Usage Agreement, including the associated deletion of the Customer Account if it is unreasonable to continue the contractual relationship in the event of such violations, remains unaffected.

6.2. refurbished will inform the User promptly about the account suspension, stating the reasons on which the suspension is based.

6.3. The User can have his account deleted at any time by sending a message in text form (e.g. e-mail) to refurbished.

6.4. Users have the right to object to measures taken under these GTCs or other incidents related to the Platform and to submit complaints at any time. Objections and complaints can be addressed to refurbished by e-mail at dsacompliance@refurbed.com. refurbished will review and respond to such objections and complaints in accordance with applicable law. The Users can also direct their complaints to the address mentioned in 22.

7. Delivery

7.1. The Products the User orders will be delivered directly by the Seller. Delivery will be made to the delivery address the User specifies.

7.2. The Seller is obliged to deliver the goods without undue delay and not later than 30 days after conclusion of the Purchase Agreement. Insofar as information on the dispatch or delivery of a Product provided via the Platform indicates a faster delivery date, these are merely non-binding estimates, unless a binding obligation has been agreed with the Seller.

7.3. For Purchase Agreements concluded between a Seller and a consumer, the statutory provisions on the passing of risk apply. In particular, the risk of loss or damage to the Product shall not pass to the consumer until the Product is delivered to the consumer or to a third party or storage location designated by the consumer and different from the carrier. If, however, the consumer has arranged the contract of carriage independently without making use of a shipping option offered by the Seller, the risk shall pass to the consumer upon delivery of the Product to the carrier. This clarification is provided for transparency only. It reflects mandatory consumer protection law. Where consumer protection law in a particular jurisdiction provides for more favorable rules for consumers than those described above, such more favorable rules shall prevail.

7.4. The User is asked to report any transport damage to the respective Seller immediately upon receipt of the Product.

7.5. If Users receive an empty parcel, an investigation with the carrier will be initiated.

8. Product price

8.1. The prices specified by the Seller in the respective offers already include the shipping costs and represent total prices for the respective Product (for the service fee charged in parallel, see the following contractual point; for vouchers, see contractual point 12). They include all price components for the Product including all applicable taxes. If shipping costs are not included, they will be shown separately.

8.2. If bulky or large Products are shipped, returned or if a (return) shipment requires the use of a freight carrier, the User must bear the costs provided by the Seller (subject to applicable consumer law rights which may apply). The User will be informed of the costs separately by the Seller.

8.3. The prices for the Products are shown including VAT. The addition incl. VAT refers to the VAT to be paid by the Seller and not to an amount of input tax that the User can deduct. If one or more Products are subject to the margin scheme, VAT is not shown on the invoice. The User can find out which Products are subject to differential taxation in the information text directly in the payment process.

9. Service fee

9.1. refurbished retains a service fee (including VAT) at the end of the order process. This service fee is already included in the total price shown immediately before the order is completed. The service fee contributes to the proper operation of the Platform - including maintaining the technical framework for a smooth ordering process and the continuous improvement of the offering. It also ensures compliance with quality standards through regular spot checks of Sellers. In addition, the service fee is used to provide comprehensive customer support, which assists in establishing contact with Sellers where necessary, mediates in the event of problems, and offers a dedicated customer chat with direct contact persons from refurbished.

9.2. The service fee is calculated on the basis of the total order / cart value before any discounts or other price reductions are applied. The exact amount of the service fee will be shown before the end of the order process. The amount of the service fee is as follows:

- For an order value up to and including 50.00 euros: 0.49 euros.
- For an order value of over 50.00 euros up to and including 100.00 euros: 0.99 euros
- For an order value of over 100.00 euros up to and including 200.00 euros: 1.99 euros
- For an order value of over 200.00 euros up to and including 300.00 euros: 2.99 euros
- For an order value of over 300.00 euros up to and including 400.00 euros: 3.99 euros
- For an order value of over 400.00 euros up to and including 700.00 euros: 4.99 euros
- For an order value of over 700.00 euros: 5.99 euros

9.3. All prices indicated prior to the submission of the order include the applicable service fee, all taxes, and any shipping costs (unless explicitly excluded). The service fee is displayed transparently as part of the total price during the ordering process. A separate indication of the service fee is provided for information purposes only.

10. Information about the recommendation system and prices

10.1. When searching or browsing Products on the Platform, Users are shown results based on the relevant Product type (e.g. iPhone 13, red) or category (e.g. iPhone, laptop, tablet, cell phone, etc.). The Products are displayed in a standard sort order, which ranks the Products by popularity and Users can either keep the default order or customize it according to their preferences.

10.2. Users can choose from the following sorting options in the respective category to display or adjust the search results in the desired order:

- Popularity is the default sort order. It shows the most relevant Products on Platform, with Products with higher relevance generally displayed at the top and items with lower relevance at the bottom. refurbished takes the following main factors into account when selecting the results sorted by popularity, as these are the best indicators of what meets Users' needs:

o sales history

o price

o availability

- Price descending sorts Products in descending order by price, with the Product with the highest price at the top and the Product with the lowest price at the bottom.

- Price ascending sorts Products in ascending order by price, with the Product with the lowest price at the top and the product with the highest price at the bottom.

10.3. In addition, Users can also filter the results to further narrow down the selection of Products. The filter options such as brand, price, size, etc. are based on the available Product attributes.

10.4. refurbished does not use any personalized data for the sorting of Products 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), the Product offers are ranked to provide Users with excellent value for money and a smooth User experience. The main factors are price, followed by the Seller's Product quality, the speed and quality of customer service and the Seller's on-time shipping performance. For Products with multiple variants or configurations, the Product variants are sorted based on the most popular options such as color, condition, storage size and other product-specific features (e.g. black, 128 GB).

10.6. Rankings are determined without any preferential treatment of individual Sellers. Any differences in ranking are based exclusively on the mentioned objective factors. For each Product, Users can transparently view all available offers by clicking on the "All offers" link.

10.7. Product badges highlight Products or offers to help Users find items they might like. refurbished offers the following badges to help Users find good deals and not miss out on popular Products:

- "Bestsellers" highlights the best-selling Products in a particular category. The most important factor is the number of current and historical sales of the Product, including all available variants (e.g. color, storage capacity, etc.).

- "Just a few left" shows Products that are limited and will soon be sold out (under 3 Products of a certain product type and configuration).

- "Best Deal" highlights the Products with the lowest price in the last fourteen (14) days. The most important factors here are price and availability.

10.8. The "new" price is the current price of a Product based on the average of all offers listed on a price comparison portal and is recalculated daily. This may be displayed as a crossed-out price.

10.9. The "Recommended for you" section displays Products that may be of particular interest to Users. Recommendations are generated based on the User's behaviour on the Platform (such as searches or recently viewed Products) and on aggregated, anonymized sales data showing which Products are popular with other Users. No Seller receives preferential treatment in this section beyond these objective factors.

11. Payment methods

11.1. On the Platform, there are various payment methods available for the User to choose from. Payment processing is carried out via established payment service providers, such as Stripe, Braintree & Hyperwallet (service of the PayPal Group), in order to ensure secure and efficient payment processing.

11.2. The available payment methods (credit card, PayPal, instant bank transfer, installment payment, etc.) that are supported can be found at the end of the order process. If the User chooses a Klarna payment method, the transaction will be processed directly by Klarna, which acts as the data controller under data protection law. Before completing the payment process, the User will be informed separately of the Klarna terms of use.

11.3. refurbished transmits to the respective payment service providers only those personal data points that are necessary for payment processing or payout processing (Art. 6 para. 1 lit. b GDPR).

11.4. Unless otherwise specified for the individual payment methods or agreed individually, all payment claims arising from Purchase Agreements concluded via the Platform are due for payment immediately at the end of the order process.

12. Vouchers

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

13. Copyrights of refurbished

13.1. The content available on the Platform is protected by copyright or other intellectual property rights and is the property of refurbished or the Seller who provided the respective content. The compilation of the 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 refurbished's explicit consent. No data mining, robots or similar data collection and extraction programs may be used to extract any parts of the Platform for reuse, whether once or several times, without refurbished's consent. Furthermore, no own database may be created and/or published without refurbished's consent, which contains essential parts (e.g. prices and Product information) of refurbished's Platform.

14. Liability of refurbished

14.1. refurbished's liability for damages shall be governed by the statutory provisions; however, within the boundaries of applicable law, refurbished shall only be liable for intent and gross negligence in case of property damage and financial loss, except where the breach results in injury to life, body or health. This limitation of liability shall not apply where mandatory provisions of applicable national law provide otherwise.

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

14.3. The Purchase Agreement is concluded between User and the respective Seller, who therefore decides independently on the acceptance of the offer. refurbished provides support within the framework of the platform service - e.g. contacting the Sellers in the event of warranty or other claims against them - but cannot guarantee enforceability. Any liability (subject to point 14.1) or obligation of refurbished in accordance with the statutory provisions remain unaffected.

15. Responsibility for content

15.1. refurbished places great importance on the fact that only Sellers with precise and complete Product descriptions are admitted to the Platform. Product and service information, in particular on features, availability and prices, is provided by the Sellers. This information therefore does not constitute an offer from refurbished.

15.2. The prices of the Products are determined by the respective Sellers. refurbished, as the Platform operator, endeavours to ensure that such prices are displayed to Users in a transparent manner, including all applicable taxes, fees, and delivery costs.

15.3. Any liability (subject to section 14.1) or obligation of refurbished in accordance with the statutory provisions shall remain unaffected.

16. Assignment, right of retention and offsetting

16.1. The assignment of claims against refurbished is prohibited where refurbished has a legitimate protective interest. However, if the User's interest in the assignment outweighs refurbished's interest, the assignment is permitted. This is deemed to be the case in particular for assignments to consumer associations, litigation funders, or comparable organizations. This limitation shall not apply where mandatory provisions of applicable national law provide otherwise.

16.2. The transfer of the Customer Account to another person is only permitted with the explicit prior consent of refurbished.

16.3. The User may exercise a right of retention insofar as it is based on the same contractual relationship or is provided for by law.

16.4. The User may only offset a counterclaim if the counterclaim has been confirmed by a court or recognized by refurbished. This limitation shall not apply where mandatory provisions of applicable national law provide otherwise

17. Contract amendments

17.1. refurbished reserves the right to amend these GTCs for objective reasons (e.g. changes in law, technical requirements, or service expansion). The currently applicable version of the GTCs is always published on the Platform at <https://www.refurbed.ie/tos/> and applies to all Users with or without a Customer Account at the time of each use of the Platform. For Users with a Customer Account, significant changes will be communicated by e-mail at least thirty (30) days before they take effect. If a User with a Customer Account does not object within this period, the amended GTCs shall be deemed accepted. Users will be expressly informed of this consequence in the notification. If a User objects in due time, the Platform Usage Agreement will continue under the previous conditions, without prejudice to refurbished's right to terminate the contractual relationship with reasonable notice.

18. Choice of law, place of performance, place of jurisdiction

18.1. Austrian law shall apply with the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law shall only apply insofar as the protection afforded by mandatory provisions of the law of the state of the consumer's habitual residence is not thereby withdrawn (principle of favorability).

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

19. Final provisions

19.1. The invalidity or unenforceability of individual provisions shall not affect the validity of the remaining provisions of these GTCs and the Platform Usage Agreement. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision that comes as close as possible to the economic and legal intent and purpose of the invalid or unenforceable provision. This also applies mutatis mutandis in the event of a loophole in the provisions.

20. Right of withdrawal

20.1. The Platform Usage Agreement may be terminated by the User at any time, irrespective of the possibility to delete the Customer Account in accordance with Section 6.3.

20.2. For Purchase Agreements concluded with Sellers via the Platform, Users are entitled to a statutory right of withdrawal of fourteen (14) days. In addition, Sellers voluntarily extend this withdrawal period to thirty (30) days. Withdrawal may be exercised without providing reasons, for example by using the withdrawal form available under Section 21. refurbished will forward the notice to the Seller without undue delay. Use of this form is recommended but not mandatory.

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

20.4. If a purchase contract with a Seller is revoked, all payments will be refunded immediately and at the latest within fourteen (14) days from the day on which the Seller receives notification of the revocation of the Purchase Agreement. The same means of payment used for the original transaction will be used for this repayment, unless expressly agreed otherwise; under no circumstances will fees be charged for this repayment.

21. Withdrawal Forms

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

Sample Withdrawal Form for the Use of the Platform

To:

Refurbed Marketplace GmbH

Jakov-Lind-Straße 7

A-1020 Vienna

service@refurbed.ie

I hereby withdraw from the contract I concluded on _____ for the use of the Platform.

Name of User: _____

Address of User: _____

Date: _____

Signature: _____

(only if this form is submitted on paper)

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 email.)

To:

For the attention of: _____ (Please enter the name of the seller here)

I hereby withdraw from the contract (my contractual declaration) regarding the purchase of the following products:

Product(s): _____

ordered on: _____

received on: _____

Name of consumer: _____

Address of consumer: _____

Date: _____

Signature: _____

(only if this form is submitted on paper)

22. Contact

You can find our contact details here:

Refurbed Marketplace GmbH

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

Company register number: FN 590622m

service@refurbed.ie

1800 851 212