

# General Terms and Conditions of Use ("T&C")

## 1. General Information

- a. The Refurbed Marketplace GmbH ("refurbed") operates under the domain [www.refurbed.ie](http://www.refurbed.ie) as well as all associated subdomains an internet platform ("Platform"), on which refurbished products and other services ("Products") from refurbishers ("Suppliers") and other service providers are offered, distributed and can be purchased by you ("you" or "Customer") (Suppliers and you together also "Users").
- b. refurbed merely provides the technical framework for the conclusion of contracts between you and the respective Suppliers using the platform. Refurbed itself does not become a contracting party in the contracts concluded exclusively between Suppliers and you. Therefore, the fulfillment of the contracts concluded using the platform takes place exclusively between the users.
- c. These terms and conditions apply to the use of the platform. By using the platform, you fully agree to these terms and conditions, which are available at any time in their current version at <https://www.refurbed.ie/tos/>. Please also note our privacy policy at <https://www.refurbed.ie/privacy/> and our legal notices at <https://www.refurbed.ie/legal-notices/>.
- d. General terms and conditions that provide regulations differing from these GTC or other contractual agreements with refurbed are only valid if refurbed has expressly and in writing agreed to them.
- e. refurbed reserves the right to change these terms and conditions at any time and without giving reasons. Changes to the fees are only possible with your consent.

- f. refurbished also provides you with services via the platform that are offered by other companies in the refurbished group. Refurbed Direct GmbH ("refurbed Direct") and Refurbed Plus GmbH ("refurbed Plus"), (together with the suppliers also "users"), are part of the refurbished group and act as a supplier (refurbed Direct) and insurance broker (refurbed Plus) on the platform.

## **2. Provisioning and availability of the platform**

- a. refurbished only provides the technical framework for users to use the platform.
- b. Excluded from the availability of the platform are times dedicated to the maintenance of the platform's servers as well as all downtime that refurbished is not responsible for. The regular maintenance windows of refurbished's servers are Sundays from 02:00 to 06:00.
- c. refurbished does not guarantee the accuracy of product information distributed on the platform by suppliers, nor their prices, availability, or delivery times. Product and service information, especially the essential features of the products and services, can be found in the product descriptions and additional information on the platform. These are provided exclusively by the suppliers and are therefore not legally binding offers from refurbished.

## **3. Users**

- a. The use of the platform by natural persons requires unrestricted business capacity and the completion of the 18th year of life. Persons who have not yet reached the age of 18 are excluded from using the platform.
- b. By completing the order process, you confirm, assuming all legal consequences of a false statement, that you have reached the age of 18.

## **4. Order process**

- a. To start the ordering process, you select the desired product, press the "Next" button and enter your data for the customer account (see 5.). Before pressing the button labeled "Pay",

you always have the option to correct, delete your entries, or cancel the registration and purchase by closing your browser window or selecting the "Back" function.

- b. By pressing the "Pay" button, you make a purchase offer to the suppliers, which refurbished forwards to the suppliers. However, this does not yet constitute a contract between the suppliers and you. The suppliers independently decide on the acceptance of the offer. By shipping the ordered products, the suppliers accept your purchase offer and the contract between you and the suppliers is concluded.
- c. The processing of the order process is carried out by the respective Supplier. The processing of the order and transmission of all information required in connection with the conclusion of the contract is done by email and is partly automated. Therefore, you must ensure that the email address you provided is correct, the receipt of emails is technically ensured and, in particular, is not prevented by SPAM filters.

## **5. Customer Account**

- a. You have the opportunity to create a customer account during the ordering process.
- b. By clicking the "Pay" button, a customer account is automatically created and consent to these terms and conditions is given.
- c. You are obligated to keep the customer account data confidential and not to disclose it to third parties. You must immediately report any misuse or any other unauthorized use by third parties to refurbished. Until the receipt of this notification, every access and every action or use of services related to the customer account will be attributed to you.
- d. For quick and smooth processing, we recommend that you communicate directly with refurbished or your suppliers via the platform.

## **6. Management of customer accounts, termination**

- a. The contract for the use of the platform is concluded for an indefinite period.

- b. In the event of unlawful or behavior that violates the terms and conditions, refurbished can also temporarily suspend customer accounts or terminate the usage relationship and permanently delete your account.
- c. refurbished will consider your legitimate interests when selecting measures and will justify the blocking or deletion of your customer account in text form.
- d. You always have the option to have your account deleted by notifying refurbished in text form (e.g. email).
- e. The right to extraordinary termination by both parties remains unaffected.

## **7. Prices**

- a. The mere use of the platform is free of charge for you. For the use by the suppliers, refurbished charges a (dynamic) platform fee, which is added to the final price.
- b. If you use additional services from refurbished or from users, you may incur costs
- c. No effective contract is concluded between you and the suppliers in the event of obvious pricing errors.
- d. The prices listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all applicable taxes.
- e. The prices are shown including VAT. The addition including VAT refers to the sales tax to be paid by the suppliers and not to a deductible input tax amount for you. If one or more products are subject to differential taxation according to § 24 of the Sales Tax Act (UstG), no VAT will be shown on the invoice. Please note the explanatory text in the payment process.

## **8. Payment options**

- a. All payments for products are made through the payment service providers (i) Stripe or (ii) PayPal depending on the offered payment option of the Supplier and your selection.

- b. In collaboration with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, ("Klarna") payment by invoice and installment payment is also possible, with the payment being made to Klarna each time. More information about these payment methods can be found here. By choosing these payment options, you agree to Klarna's terms of use, which can be found here.  
The personal data is handled by Klarna according to the information in Klarna's privacy policy.
- c. Refurbed uses the payment services of Hyperwallet to make payments to you. These payment services are subject to the Hyperwallet-Terms of Use and the Hyperwallet privacy policy.
- d. Unless otherwise stated for the individual payment methods, the payment claims from the concluded contract are due for payment immediately.

## 9. Delivery

- a. The delivery of the products you ordered is carried out directly by the suppliers. The delivery is made to the delivery address you provided.
- b. You acknowledge that all information regarding the shipping or delivery of a product provided through the marketplace are merely estimated and approximate values. They do not represent binding or guaranteed shipping or delivery dates, unless this has been separately agreed in writing with the suppliers.
- c. In a purchase contract with a consumer, the risk of loss or damage to the goods only transfers to the consumer once the goods are delivered to the consumer or to a third party or drop-off point specified by them, other than the carrier. However, if the consumer themselves has concluded the transport contract without using a selection option suggested by the

respective supplier, the risk transfers as soon as the goods are handed over to the carrier.

- d. You commit to the respective Supplier to report any transport damage immediately upon receipt of the product, but no later than within a period of 7 (seven) days.
- e. In the event that an empty package arrives at your place, you agree to request a weight proof from the shipping service provider. Otherwise, the outcome of the supplier's investigation must be awaited before we can further investigate your case.

## **10. Vouchers**

- a. Subsequent payout or offsetting of vouchers is not possible. Only one voucher can be redeemed per order. Vouchers are not transferable and can only be redeemed once. A cash payout is excluded. If you make use of the 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 promotions.

## **11. Supplier's obligations towards you**

- a. Notwithstanding any statutory regulations that may be more favorable to you, the Supplier commits to granting you a 30-day right of withdrawal for products purchased via the platform. All statutory information and disclosure obligations and the like (especially according to the Distance and Off-Premises Contracts Act FAGG) and all associated consequences are solely the responsibility of the Supplier and not refurbed.
- b. Notwithstanding any statutory regulations that may be more favorable to you, the Supplier commits to granting you a 12-month warranty for products purchased via the platform. The Supplier commits to rectifying all defects that have occurred within the warranty period through no fault of your own, by repairing or replacing the product. Your statutory warranty rights are not limited by this.

## **12. Copyrights of refurbished**

- a. The content available on the platform is protected by copyright or other protective rights and is owned by refurbished or the Supplier, who have provided the respective content. The compilation of the content on the platform as such is protected as a database or database work in the sense of § 40f Copyright Act (UrhG).
- b. Without the express written consent of refurbished, no parts of the platform may be systematically extracted and/or reused. In particular, without the express written consent of refurbished, no data mining, robots or similar data collection and extraction programs may be used to extract any parts of the platform for reuse, regardless of whether it is once or multiple times. Furthermore, without the express written consent of refurbished, no own database may be created and/or published that includes essential parts (e.g. prices and product information) of the refurbished platform.

## **13. Liability of refurbished and Warranty**

- a. Insofar as refurbished is legally liable for any damage, the liability is limited to intent and gross negligence. Any further liability of refurbished, in particular for slight negligence, atypical damages, lost profits, defect damages, indirect and consequential damages, as well as damages to third parties is excluded. This is subject to any contrary mandatory legal provisions (e.g. under the KSchG).
- b. Refurbished is not liable for damages due to force majeure (e.g. strike, war, earthquake, epidemics).
- c. To the extent legally permissible, the statutory warranty period for refurbished products ("used goods") is reduced to one year.

## **14. Responsibility for content and liability exemption**

- a. refurbished is not obligated to check the offers published by the suppliers on the platform for legal violations. The respective supplier is solely responsible for their accuracy, completeness,

and legality. refurbished, in particular, has no influence on the accuracy, completeness, and quality of the offers.

- b. refurbished is not responsible for the accuracy or completeness of the information and other details about the respective product listed in the product catalog.
- c. refurbished is neither liable for the enforceability of a contract concluded between you and a Supplier via the platform, nor for the offered products from warranty, compensation, product liability or other legal provisions.
- d. refurbished is not responsible for any price fluctuations and changes of the products offered by the suppliers on the platform. Therefore, there are no claims for benefits, a discount or similar from you towards refurbished.
- e. refurbished is not responsible for the compatibility of the internet service with the hardware or software, for constant availability, for viruses, misuse or damages caused by your improper operation due to unsuitable, used hardware or software, as well as for malfunctions due to the internet connection or otherwise arising from the use of the data or the internet service. You are also responsible for the links you use.
- f. The supplier is responsible for the proper payment of all applicable taxes. refurbished assumes no liability for this.

#### **15. Assignment, Right of Retention and Set-off**

- a. The assignment of claims against refurbished to third parties is only possible with prior written consent from refurbished. This applies in particular to the transfer of your user account to a third party.
- b. You can only exercise a right of retention insofar as it concerns claims from the same contractual relationship.
- c. You may only offset against legally established or undisputed counterclaims.

#### **16. Choice of Law, Place of Performance, Jurisdiction**

- a. Austrian law applies, excluding its conflict of laws rules and the UN Convention on Contracts for the International Sale of



Goods. For consumers, this choice of law only applies to the extent that it does not deprive the protection granted by mandatory provisions of the law of the state in which the consumer has his habitual residence (principle of favourability).

- b. The place of performance and jurisdiction is the location of refurbished, unless mandatory statutory provisions contradict this.

## **17. Final Provisions**

- a. The invalidity or unenforceability of individual provisions does not affect the validity of the remaining provisions of these Terms and Conditions. In place of the invalid or unenforceable provision, a valid or enforceable one shall apply that comes closest to the economic and legal intent and purpose of the former. This applies analogously in the event of a gap in the provisions.

## **18. Right of withdrawal**

- a. Regardless of the possibility to delete the user account according to point 6.4 at any time, refurbished is legally obliged to inform you about your statutory right of withdrawal. You therefore have the option to withdraw from the contract for the use of the platform with refurbished within thirty (30) days of purchase without giving any reason using the withdrawal form available under point 19. The use of the withdrawal form is not mandatory.
- b. 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.
- c. If the contract is revoked, all payments will be refunded immediately and at the latest within fourteen (14) days from the day on which the notification of the revocation of the contract was received by refurbished. The same payment method that was used in the original transaction will be used for this refund, unless expressly agreed otherwise; in no case will charges be made for this refund.

- d. With regard to the products sold by suppliers on the platform, point 11.1 applies.

## 19. **Withdrawal Form**

(If you want to revoke the contract, please fill out this form and send it back by mail or via email).

### **Sample Withdrawal Form**

To:

Refurbed Marketplace GmbH Jakob-Lind-Straße 7 A-1020  
Vienna [service@refurbed.com](mailto:service@refurbed.com)

Hereby I revoke the contract concluded by me on  
\_\_\_\_\_ for the use of the  
platform provided at [www.refurbed.ie](http://www.refurbed.ie).

Name of the  
consumer:\_\_\_\_\_

Address of the  
consumer:\_\_\_\_\_

Date:\_\_\_\_\_

Signature:\_\_\_\_\_

### **1. Contact**

You can find our contact details here:

Refurbed Marketplace GmbH

Jakov-Lind-Street 7

A-1020 Vienna, Austria

[service@refurbed.ie](mailto:service@refurbed.ie)

+353 1800 851 212