

Terms of Use for MyPossehl by Possehl Online Solutions GmbH

Possehl Online Solutions GmbH, Alois-Senefelder-Allee 1, D-86153 Augsburg (hereinafter referred to as the "Provider"), on its platform www.mypossehl.com, provides end customers with a way of sending an offer to conclude a sales contract. In this way end customers are able to purchase products directly from a third party ("Dealer") or from the Provider itself. The respective sales contracts are either concluded between end customers and Dealers or between end customers and the Provider, insofar as the Provider is itself acting as Dealer. Within the meaning of this User Agreement, end customer refers exclusively to entrepreneurs. For the purposes of these Terms of Use, entrepreneurs are natural or legal persons or partnerships with legal capacity who or which, when concluding a contract with the Provider, act in exercise of their trade or independent professional activity.

1. Use of the platform

- (1) Users may use the platform as Dealer or end customer. Dealers must also adhere to the separate merchant conditions which shall be notified to the Dealer on conclusion of the contract. Where contradictions occur, in case of doubt, the provisions of the dealer conditions shall prevail for Dealers.
- (2) Use of the platform is in principle free for end customers. Costs only arise for end customers if these are explicitly indicated on the platform and end customers have given their express permission, such as when purchasing products.
- (3) The Provider shall be entitled to restrict platform functions at any time or completely suspend its operation. The Provider may at any time restrict or completely withdraw user access to the platform in the case of a legitimate interest.
- (4) The Provider will only provide on its platform those technical requirements necessary for quoting and concluding contracts between end customers and Dealers. In such cases the Provider itself shall not be a contracting party to the sales contracts. Neither shall it act on behalf of the Dealer. In this regard the sales contracts shall enter into force exclusively between end customers and Dealers. All entitlements resulting from the sales contracts between end customers and Dealers apply exclusively between end customers and Dealers. The respective terms and conditions of the Dealer apply to purchases on the platform.

- (5) The Provider of a specific product on the platform is disclosed to end customers on the respective product details page.

2. Registration

Users must register to use the platform.

Users can register by sending an email with the following information to info@mypossehl.com:

- Company name
- Company address
- Billing address if different from the company address
- Delivery address(es)
- VAT identification number
- Title, name, email address of contact person
- Language: German/English
- Phone number

Alternatively you can use the Google Form linked to www.mypossehl.com to provide the necessary information.

Once all information has been verified, an invitation message will be sent to the email address given.

3. Obligations of the user

- (1) In connection with use of the platform, users must
 - protect the log-in details provided from third party access and not pass them on to unauthorised users. In particular, users must ensure that their log-in details are exclusively used by themselves and cannot be accessed by any third party;
 - only register with correct user data, in particular using their true identity.
 - not themselves use the platform improperly or allow others to do so, in particular must not use or pass on any illegal or immoral content.
 - not infringe any third party rights (patents, trademarks, name rights, copyrights, rights regarding one own's image, personal rights);
 - not allow third party data, which allow conclusions to be drawn regarding the identity of the third party, to be included in the content unless expressly permitted by the third party.
 - refrain from any unauthorised attempt to retrieve data or information from the platform directly or via an unauthorised

third party ("crawling") or to hack/allow hacking into any program run by the Provider or to gain unauthorised access to the Provider's databases or data networks;

- not transfer any viruses, worms, trojans or other malware to the platform.
- not include, link to or send content which has been created automatically and is intended for a multitude of recipients. In particular, users must not circulate chain mails and spam mails via the platform. In this respect, the Provider reserves the right to delete all of a member's content in order to safeguard the quality of the platform.
- not use any tools, algorithms or other automated functions in order to generate page views or content.

- (2) Users shall exempt the Provider from all third party claims resulting from their unlawful use of the platform. If users realise or should realise that a violation of this nature is about to occur, they shall notify the Provider of this immediately.

4. Liability

- (1) The Provider shall be fully liable for intent and gross negligence. The Provider's liability is otherwise excluded.
- (2) The Provider shall endeavour to provide continuous access to the platform but is not, however, obligated to provide specific availability. Accordingly, users have no claim to continuous use of the platform.
- (3) Users shall be liable for all disadvantages caused to the Provider through improper or illegal use of the platform.
- (4) Liability with regard to foreign content

Pursuant to legal provisions, the Provider is not obligated and furthermore also not able to verify the lawfulness of third party content such as, for example, to thoroughly verify or monitor the Dealer or to investigate circumstances suggesting illegal activities. This shall also apply to links.
- (5) Insofar as the Provider is made aware of content involving third-party articles or links to third party websites which violate rights, the respective content/links shall be removed immediately.

5. Violations, exclusion from the platform

Should users violate these Terms of Use, the Provider, without prejudice to other claims, shall be entitled to exclude (block) them from the platform temporarily or permanently, and in the event of permanent exclusion to delete their user account. Insofar as users are of the opinion that individual content infringes the rights of third parties, breaks the law or violates these Terms of Use, the Provider requests that they send a message with an exact description of the violation by email to info@mypossehl.com.

6. Customer service

If you have any questions or complaints, please contact us. You can reach us Monday to Friday between 9am and 4pm on the telephone number +49 (0)821 650659 99 or by email at info@mypossehl.com.

7. Applicable law, place of jurisdiction

- (1) German law applies to the exclusion of the UN Sales Convention (CISG).
- (2) The exclusive place of jurisdiction for all disputes arising from this contractual relationship is Augsburg.