

Orange Connex Global Germany GmbH Fulfillment Services Agreement for Sellers – General Terms and Conditions (GTC)

Last updated: June 16, 2025

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1. GENERAL PROVISIONS

- 1.1 The Party providing services to you on our Orange Connex Fulfillment Management Platform (the “**Platform**”) is [Orange Connex Global Germany GmbH] (referred to hereinafter as “**We**”, “**Us**” or “**Company**”), registered at [Aufgang M, 2.OG, Schlesische str. 29/30, 10997 Berlin Germany].
- 1.2 In order to use the Platform (referred to hereinafter as “**You**” or the “**Sellers**”) you must be (i) a commercial seller on a supported e-commerce platform, in the event that you as a commercial seller are an individual, you shall be of legal age pursuant to German Civil Code, and (ii) you must meet the requirements pursuant to Section 3.4 and Section 4 of these GTC.
- 1.3 By ordering our Fulfillment Services, you shall be obliged to observe and be bound by the terms of these GTC, the Seller Manual, and the principles and regulations that have been incorporated by reference into these GTC as applicable for the country for which you register (“**Your Select Country**”) and for each service for which you register.
- 1.4 In case of any conflicts between the terms of these GTC and the Terms of Use of the Platform, these shall take precedence in all matters expressly covered by these GTC.
- 1.5 You are obligated to:
 - (a) Grant us the relevant rights, authorizations, and approvals required for the performance of Fulfillment Services;
 - (b) Comply with all applicable laws as a seller, in particular regarding your entitlement to sell as well as distribute the Articles;
 - (c) Verify that all information that you provide or make available to us is correct and current at all times;
 - (d) Deliver the Articles to the Fulfillment Center in the condition, and according to the description and quantity reported or provided to us and in the manner reported to us;
 - (e) Verify that the Articles delivered correspond to the information provided in the respective sales offers and in the Article Descriptions that all required documents/certificates are provided during registration;
 - (f) Verify that all Articles, including their product coding, security standards, and packaging, comply with all the required laws in force that are applicable to the corresponding Article(s);
 - (g) Represents and warrants that you shall completely comply with the Regulation EU 2019/1020 on Market Surveillance and Compliance of Products and fulfill the corresponding obligations thereunder.
- 1.6 We are entitled to engage external service providers and subcontractors (“**Service Providers**”) to perform the Fulfillment Services in accordance with these GTC.

- 1.7 We shall be entitled to modify the Fulfillment Services upon timely prior notice, insofar as they may be needed in order to comply with applicable laws or security requirements and if the modification or deviation is reasonably acceptable to you, taking into account our interests.

2. DEFINITIONS OF TERMS

- 2.1 **"Affiliate"** refers to any affiliated company of us in terms of Sec. 15 et seqq. AktG (German Stock Corporation Act).
- 2.2 **"Article(s)"** refers to product(s) that you deliver to us or Service Providers in connection with the Fulfillment Services, insofar as said product(s) is/are not rejected after Processing of the Inbound Deliveries.
- 2.3 **"Auto-Fulfillment"** refers to our Fulfillment Service, upon your option and according to your setting, performed automatically after a transaction occurred to your online store on an e-commerce platform, by connecting your account on the Platform to your sales channels.
- 2.4 **"Business Day"** refers to those weekdays from Monday to Friday (excluding Saturdays, Sundays or legal holidays) on which banks are open for business in Germany.
- 2.5 **"Event Beyond our Control"** refers to any and all activities or events that we would be unable to prevent under normal circumstances. This shall include, without exception, any and all strike activities, lockouts or other third-party actions that impact commercial operations; civil unrest or uprisings; invasions, terrorist attacks or the threat thereof, wars (whether declared or non-declared), threats of war or preparations for war; fires, explosions, storms, floods, earthquakes, geological subsidence, pandemics, epidemics or other natural disasters; theft or breakdown of public and private telecommunication networks; suspension of a third-party website; the inability to use trains, ships, airplanes, motorized vehicles, or other means of public and private transport; destruction or damage of property; travel restrictions; cyberattacks and other IT measures; non-compliance with laws or with the requirements of government agencies; breakdowns of plant facilities and machinery; delayed performance by suppliers or subcontractors – also in cases in which such Events Beyond our Control affect the Service Providers and Shipping Companies.
- 2.6 **"Fees"** refers to all charges payable by you in return for the Fulfillment Services, including Fees for Supplemental Services. You may visit our official website (<https://www.orangeconnex.de/pricing.html>) and click "Get a quote" to get the Services Rate Card.
- 2.7 **"Fees for Supplemental Services"** refers to charges for value added services (for example, packing service, labeling service) and charges for non-standard services (for example the unloading fee for non-compliant inbound deliveries) that are either performed upon your request or on your behalf.
- 2.8 **"Fulfillment Center"** refers to the facilities operated by Service Providers in which Orders are fulfilled.
- 2.9 **"Fulfillment Services"** refers to the warehouse services, delivery services, and supplemental services that we provide to you pursuant to these GTC and the additional information provided on the Platform, and the Fees would be charged differently regarding the service that you choose. For specific service content and introduction, please refer to the "Services Rate Card".
- 2.9.1 **"Economy Fulfillment Service"** (include DE Domestic Economy Service, DE Domestic-Mail Alliance ShipmentPlus as Assigned Service and DE Domestic-Deutsche Post - Letter Service as Assigned Carrier Service) refers to the Service chosen by you, which is to be deemed as finished at the time we handover your Articles to the commencement of Last mile delivery as

provided in 3.1(e), while we would merely act as your agent for the only purpose of conveying your instruction and need to the actual executor of your Last mile delivery.

- 2.9.2 **“Standard Fulfillment Service”** refers to the Service chosen by you, which is to be deemed as finished at the end of each delivery procedure.
- 2.9.3 **“Express Fulfillment Service”** refers to the Service chosen by you, which comes with a shorter delivery time frame than the Standard Fulfillment Service and is to be deemed as finished at the end of each delivery procedure.
- 2.9.4 **“Freight Fulfillment Service”** refers to the Service chosen by you, which is to be deemed as finished at the end of each delivery procedure.
- 2.9.5 **“International Standard Fulfillment Service”** refers to the Service chosen by you, which is a delivery service outside of Germany and is to be deemed as finished at the end of each delivery procedure.
- 2.9.6 **“International Assigned/Preferred Carrier Fulfillment Service”**(including DE International Standard-GLS as Preferred or Assigned Carrier Fulfillment Service and DE International-Warenpost Economy as Assigned Carrier Fulfillment Service) refers to the Service chosen by you, which is to be deemed as finished at the end of each delivery procedure.
- 2.10 **“GTC”** refers to this Orange Connex Global Germany GmbH Fulfillment Services Agreement for Sellers – General Terms and Conditions (GTC), including all provisions, documents or hyperlinks cited and included by reference therein, in each case as amended.
- 2.11 **“Material Contractual Obligations”** refers to those of our obligations that enable the performance of the Fulfillment Services and on which you are entitled to reasonably rely.
- 2.12 **“Orange Connex Fulfillment Management Platform”** refers to the Fulfillment Management platform operated by us.
- 2.13 **“Order”** refers to an outbound order placed on Orange Connex Fulfillment Management Platform.
- 2.14 **“Outbound Shipment”** refers to one or more Articles which are to be picked and packaged within the Fulfillment Center and transported to a valid address in Germany and other countries or regions, provided that our Fulfillment Services are available for the delivery address designated in your Orders.
- 2.15 **“Registered Articles”**, are those articles which, in particular according to Section 6 of the German Electrical and Electronic Equipment Act (ElektroG), require registration of the respective product respectively manufacturer with the stiftung elektro-altgeräte register, Nuremberg, Germany (ear foundation) as specified in Annex 2 to Section 6 para. 1 of the Elektro.
- 2.16 **“Prohibited Articles”** refers to Articles that, as specified in the descriptive list of Prohibited Articles posted on the Platform or otherwise provided by us, cannot be warehoused or delivered within the context of the Fulfillment Services. Further, the contents of Prohibited Articles shall also be subject to the code of practice of postal service or the similar at the place of service to be provided.
- 2.17 **“Processing of the Inbound Deliveries”** refers to the procedures and appurtenant requirements described in Section 6 of the GTC and on the Platform.
- 2.18 **“Undeliverable Return Shipment to the Fulfillment Center”** refers to a shipment that is sent back to the Fulfillment Center for any of the following reasons: (a) the intended recipient has refused to accept the shipment; and/or (b) the shipment was undeliverable for some reasons, e.g. because the intended recipient could not be found at the designated address or because

insufficient information or an erroneous delivery address was provided, thereby making delivery impossible.

- 2.19 **"Return Service"** refers to post-sales service, including return receiving, storage, and after return handling options (resell, disposal, cross-board shipping to other countries).
- 2.20 **"Seller Manual"** refers to the Seller Manual at [<https://www.orangeconnex.de/sellermanual>] that describes the specific system functions' illustration, operating guidelines and requirements of our Fulfillment Service.
- 2.21 **"Shelf Life Management"** means to manage the Articles in accordance with the production batch/date, inbound batch/date, and validity period thereof.
- 2.22 **"Shipping Companies"** refers to those Service Providers commissioned by us who deliver the Articles to the intended recipients designated in your Orders.
- 2.23 **"Tax"** means any tax, governmental fee or assessment along with any interest, penalty or addition to tax imposed by any Governmental Authority (a **"Taxing Authority"**) responsible for the imposition of any such tax (domestic or foreign).
- 2.24 **"Tax Return"** means any report, return, document, declaration or other information or filing required to be supplied to any Taxing Authority with respect to Taxes, including information returns and any documents with respect to or accompanying payments of estimated Taxes, or with respect to or accompanying requests for the extension of time in which to file any such report, return, document, declaration or other information.
- 2.25 **"VAT"** means (a) any tax imposed in compliance with EU Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (b) any other tax, levies and charges of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in (a) above, or imposed elsewhere (e.g., sales, use, gross receipts, business, consumption and other similar taxes).
- 2.26 **"VAT Number"** means the unique number that identifies a taxable person (business) or non-taxable legal entity that is registered for VAT and which is issued by the competent Taxing Authority (e.g. Umsatzsteueridentifikationsnummer, *USt-IdNr.* in Germany).
- 2.27 **"Warehouse Service Providers"** refers to the Service Providers commissioned by us who store the Articles for you and/or perform warehouse-related services.
- 2.28 **"EU Economic Operator/ EU Responsible Person"** refers to, pursuant to the Regulation EU 2019/1020 on Market Surveillance and Compliance of Products, a legal or natural person responsible for ensuring the availability of the conformity documentation, cooperating with market surveillance authorities and informing authorities when they have reason to believe that a product presents a risk. For the purposes of the Regulation EU 2019/1020 on Market Surveillance and Compliance of Products, an economic operator can be: (i) a manufacturer established in the EU; (ii) an importer, if the manufacturer is not established in the EU; (iii) an authorized representative with a written mandate from the manufacturer empowering it to act on the manufacturer's behalf; or (iv) a fulfillment service provider established in the EU, in case there is no other economic operator established in the EU.
- 2.29 **"SNAD(Significantly not as described)"** refers to the inconsistency between the Articles received by buyers/recipients and your eBay listing information for such Articles, including but not limited to nature, quality, size, color, etc.
- 2.30 **"Batch Outbound"** refers to the process where you transfer a large quantity of goods or all goods from our fulfillment centre to another location due to reasons such as warehouse transfer, terminate service, VAT expiration, etc.

3. OVERVIEW OF THE FULFILLMENT SERVICES

- 3.1 Our Fulfillment Services might encompass the following services based on your chosen Service:
- (a) Inbound receipt;
 - (b) Placing in storage;
 - (c) Warehousing;
 - (d) Pick, pack and outbound shipping (including shipment tracking for Standard Fulfillment Service only);
 - (e) Last mile delivery arrangement and Delegated Carrier Delivery Service;
 - (f) Customer service for Fulfillment Services;
 - (g) Value added services, including but not limited to re-labelling, repackaging, item disposal, inventory count, warehouse transfer.
- 3.2 We provide Fulfillment Services in Germany and other countries or regions and fulfill deliveries to intended recipients of shipments only at the locations specified on the Platform. Please visit the complete and latest list of countries or regions where the Fulfillment Service is available on the Platform at [<https://www.orangeconnex.de/ratecard>].
- 3.3 The Fulfillment Services set out in Section 3.1 as well as the requirements and criteria of the various aspects are described in greater detail in the Seller Manual.
- 3.4 If you use our Fulfillment Services you (i) have to be registered for VAT purposes in the country or region where you reside or conduct business according to local laws, (ii) have to finish your Tax Returns and shall pay Taxes (including but not limited to VAT, import-related Taxes and fees) in time as required by law to the local Taxing Authority, (iii) are obliged to provide a valid VAT Number, (iv) are responsible for any lawsuit and penalty commenced or imposed by competent Taxing Authorities in view of VAT, or other Tax reasons, and (v) shall indemnify us and our Affiliates for any loss caused by your culpable failure to comply with this Section 3.4 and 3.6.
- 3.5 We only provide Fulfillment Services. We are not performing and/or responsible for the first mile service related customs clearance and/or import duty collected by the government. We, our Affiliates and Service Providers do not provide any customer service and do not handle any warranty claims raised by your or disputes with your customers arising from or in connection with the sale of any Articles.
- 3.6 When making use of our Fulfillment Services, please bear in mind the restrictions listed below:
- Certain Articles, in particular Articles that are deemed as prohibited, cannot be accepted within the context of our Fulfillment Services either for processing or for storage, picking, packing or delivery. For the details on the respective restrictions with regard to deliveries that violate the provisions of these GTC, restrictions with regard to the size, dimensions and weight of the Articles, with regard to inadequately packaged or inadequately labeled deliveries, unsafe Articles, prohibited Articles and Articles that infringe intellectual property rights or other rights of third parties, please refer to section 6.6.1 to 6.6.7 of these GTC and the provisions published on the platform in this respect.

4. TERMS OF USING THE FULFILLMENT SERVICES

- 4.1 Use of the Fulfillment Services is subject to the following conditions:
- (a) You need to be active as a commercial seller on supported e-commerce platforms and you need to be registered as a user on the Platform. You shall be “active” in the sense that you have placed sales offers on supported e-commerce platforms.

(b) You shall provide your valid VAT Number.

- 4.2 To the extent that you use our Fulfillment Services, you may not sell or provide any Prohibited Articles within the meaning of Section 2 or any Registered Articles unless you have provided us with sufficient proof of registration as required by the ElektroG in advance. Further information on this is published on the platform.
- 4.3 You shall assume sole responsibility for meeting all the requirements that may be incumbent upon you by law due to the sales and shipments or provision for Fulfillment of Articles that are being transacted under these GTC.
- 4.4 For all sales contracts that you conclude with customers inside or outside Germany, you as the seller shall assume full responsibility for ensuring that the Articles involved are permissible in the respective destination country. Moreover, you shall be solely responsible for calculating, invoicing, declaring, and paying all customs duties, Taxes or other deductions, and for making all the required disclosures regarding your shipment of goods.

5. JOIN EBAY FULFILLMENT PROGRAM

- 5.1 In order to join eBay Fulfillment Program, you acknowledge and agree that your eBay orders for the Articles will be automatically fulfilled by our Fulfillment Service. You are obligated to set up your account correctly according to the terms and conditions set forth in the Seller Manual at [<https://www.orangeconnex.de/sellermanual>]. You will be responsible for any direct or indirect harm or loss, including shipping service failure, caused by your culpable incorrect setting of your account for Fulfillment Service.
- 5.2 Upon your choice and according to your setting, your account registered at the Platform will connect with your eBay store, allowing us to automatically retrieve your eBay transactions. We bear the liability for harm, errors or inaccuracies including but not limited to, orders being delivered repeatedly or orders being oversold, caused by incorrect or inaccurate information due to your using of Fulfillment service through other channels simultaneously, only in the case of our responsibility and only within the context of the regulations according to section 10.
- 5.3 Certain information of your eBay listing for Articles, if complied with rules of eBay Fulfillment Program, will be automatically overwritten to correspond with the Fulfillment Services we provide including item location, estimated delivery date, handling time, inventory and delivery services. Those elements of your eBay listing information which are automatically overwritten, cannot be amended or altered on eBay Website. You can log in your account registered at the Platform to change information about shipping service and shipping fees. You are obligated to keep such corresponding information truthful, accurate and complete.
- 5.4 You acknowledge and agree us to combine or split your eBay orders according to actual conditions of your Articles to fit for our Fulfillment Services and/or cost saving.

6. INBOUND DELIVERIES

- 6.1 The following subsections shall have supplemental applicability for the Processing of the Inbound Deliveries alongside the procedure described on the Platform.
- 6.2 **Costs** - You are under obligation to bear all costs, including shipping costs and insurance premiums, in connection with the shipment of Articles to the Fulfillment Center. You shall also be responsible for all relevant Taxes, customs duties, levies, and other charges associated with the inbound delivery.

6.3 **Preparations for inbound deliveries** - So that preparations for an inbound delivery can be made, you are under obligation to notify us about the inbound delivery using our designated sites, applications, services or portals under the Platform prior to your delivery to the Fulfillment Center, whereby you must provide correct and complete information on the Articles. You must also update this information with us as and when needed without undue delay so that we can properly perform the Fulfillment Services. In this context, you shall be obliged to prepare your inbound delivery for shipment to our Fulfillment Center in accordance with the Seller Manual posted on the Platform at [<https://www.orangeconnex.de/sellermanual>]. If you fail to do so, your inbound shipment may be rejected or charged Fees for Supplemental Services.

6.4 **Shipment to the Fulfillment Center** - You shall be solely responsible for the risks for shipments to the Fulfillment Center.

6.5 **Unloading of deliveries at the Fulfillment Center** - Once the Articles delivered to the Fulfillment Center have been unloaded there, we will conduct inbound receiving process before your Articles being stored in the warehouse.

A confirmation that inbound deliveries were received by us shall in no way mean that the Articles have reached us in full and/or undamaged condition, or that the Articles that you listed in the documents sent to the Platform are actually the Articles that were received at the Fulfillment Center. Non-compliance with the Guidelines for Deliverers set out and defined in the Seller Manual may result in you being charged for additional services for unloading.

6.6 **Deliveries that violate the requirements of these GTC** - Unless otherwise indicated by applicable laws, we are not obliged to check and inspect the Articles, however, we or the Service Providers commissioned by us shall have the right to open and inspect the Articles, at any time without notice, as necessary or in accordance with applicable laws or the requirements of the government.

We may refuse to provide Fulfillment Services for Articles that violate the provisions of these GTC. In such cases, the Fulfillment Center may refuse to accept the delivered Articles. We also reserve the right to take the following actions: We may refuse to transport the Articles, place the Articles in storage or return the Articles to the sender, and deal with and destroy the Articles in accordance with official orders, to the extent necessary or in your best interest. In the aforementioned cases of rejection, refusal of transport, storage, return and proceedings in accordance with official orders, you are obliged to reimburse us for all costs incurred in implementing these measures. You may be charged for additional services in accordance with the above. We shall not be liable or responsible for any damage caused by the implementation of the above measures, unless the damage is due to an action on our part for which we are liable under the provisions of Section 10. This shall not affect our right to terminate the business relationship - after giving appropriate warning, insofar as such warning is required under the statutory provisions - for good cause without observing a notice period if, taking into account all the circumstances of the individual case and weighing the interests of both parties, we cannot reasonably be expected to continue the business relationship until the agreed termination or until the expiry of an agreed notice period.

6.6.1 **Restrictions on the size, dimensions, and weight of Articles** - The size, dimensions, and weight of your Articles must not exceed the maximum limits specified in the Seller Manual at [<https://www.orangeconnex.de/sellermanual>]. The weight and dimensions information shall be correctly provided, but we are entitled to measure your articles and act or perform our service according to actual result of our measuring. If said maximum limits are exceeded, then this can lead to delays and a postponement, suspension or cessation of the Inbound Delivery's processing and/or of the Fulfillment Services. Insofar as an inspection by the Fulfillment Center determines that the size, dimensions or weight of an Article exceeds the maximum limits, the following shall apply:

- (a) We are entitled to apply the applicable dimensions and/or applicable weight that we have measured as a basis for computing the Fees for Supplemental Services.
- (b) You shall be charged for the price differential derived from our currently valid Fee schedules (see "**Services Rate Card**"). We may also charge you a fee for additional

services in the form of a handling fee for making the correction to reflect the insufficient payment.

- (c) We shall have the right to refuse performance of the Fulfillment Services until the Fees due have been paid. If we exercise this right, then we will under no circumstances be liable to you for any direct or indirect costs or losses that you may incur as result.

In addition, the provisions in Section 6.6.1 apply in particular.

6.6.2 **Inadequately packaged or inadequately labelled deliveries**

You are obliged to ensure that inbound deliveries are adequately and properly packed in accordance with legal requirements and our General Guidelines for the Packing of Articles, which have been set out and defined in the Seller Manual at [<https://www.orangeconnex.de/sellermanual>]. You are obliged to pack all Articles so that they are protected from damage, spoilage/deterioration, and destruction during their shipment and warehousing.

We may refuse to accept the inbound deliveries that are not packed or labelled in accordance with our General Guidelines for the Packing of Articles, which have been set out and defined in the Seller Manual (e.g. the shipping mark on the package of Article is missing or the OC SKU barcode, etc. on the Article label is missing).

Further Fulfillment Services may still be refused when the aforementioned deficiencies are not discovered until a later time.

We shall be entitled to take the measures required to meet the specifications the Guidelines for Deliverers set out and defined in the Seller Manual. We shall be entitled to charge you Fees for Supplemental Services (including but not limited to packing, labeling services) for these measures. In addition, the provisions in Section 6.6.1 apply in particular.

The use of our Fulfillment Services shall be therefore subject in particular to the following rules:

- (a) Any non-compliant inbound delivery that does not comply with the provisions set forth in Sections 6.6.1 to 6.6.7 may be rejected or its Fulfillment or processing may be refused; and/or
- (b) We may take additional measures in order to make your incoming deliveries identifiable or compliant with requirements; and Fees for Supplemental Services shall accrue;
- (c) We will not assume any liability or responsibility for damages or losses resulting from your failure to adequately pack or label the inbound deliveries.

The other provisions in these GTC and in the Seller's Manual, which are available at [<https://www.orangeconnex.de/sellermanual>], shall remain unaffected.

6.6.3 **Unsafe Articles**

If Articles are unsafe, pose a hazard or are problematic or dangerous when it comes to the workplace safety of our or our Service Providers' facilities or the health of their workforce ("**Unsafe Articles**"), we may decide not to accept them for purposes of our Fulfillment Services. In particular, the provisions in Section 6.6.1 shall apply.

For any Unsafe Articles, you may be required by us to upload the material safety data sheet and other documents in accordance with our requirements or the requirements of the Service Providers. For the avoidance of doubt, we are collecting the abovementioned documents for Service Providers' use. We will not be responsible to review such material safety data sheet and/or other requested documents, nor shall we be obligated to determine whether such document is sufficient to prove that the Articles comply with any and all restrictions on such Article as provided under the applicable laws, regulations, or policies.

6.6.4 **Prohibited Articles**

The Articles must not be or contain any Prohibited Articles, including without limitation:

- (a) The content, external form, transportation or storage of which violates a statutory prohibition or a prohibition by a public authority, in particular but without limitation regulations regarding export, import or customs law of the countries of origin, destination or transit, or Articles for which special equipment (e.g. for temperature-controlled Articles), safety precautions or authorizations are required;
- (b) Articles the transportation of which is prohibited or is subject to special restrictions under local laws, [Universal Postal Convention and its supplementary documents as applicable in the latest version ("UPUC"), International Air Transport Association (IATA) or International Civil Aviation Organization (ICAO) rules]; and
- (c) valuables, military items, tobacco products, toxic and harmful substances, flammable and explosive materials, oxides and organic peroxides;
- (d) Articles that infringe on intellectual property rights or other third-party rights set out in Section 6.6.5.

A detailed list of Prohibited Articles is published on the Platform, which may be updated from time to time. We reserve the right to modify and update the list in accordance with the requirements of the applicable laws by publishing the updated list on our website. Upon publication, which we will announce as far as possible with the greatest possible advance notice, the list will be binding.

Also for Prohibited Articles the provisions in Section 6.6.1 apply.

6.6.5 Articles that infringe on intellectual property rights or other third-party rights

The Articles must neither infringe, nor be alleged to infringe, upon any intellectual property rights or other third-party rights. The provisions in Section 6.6.1. also apply to Articles that infringe intellectual property rights or other rights of third parties. This applies particularly to Articles that are reported or notified to us directly or indirect by rights-holders. Possible steps may include the removal of the Articles from the Fulfillment Center.

You shall indemnify, if and to the extent you are at fault, defend and hold us harmless against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation, attorneys' fees) arising from or related to Articles that infringe any intellectual property rights or other third-party rights, and any personal injury, death or property damage related or caused by thereto.

6.6.6 Electrical and electronic equipment

For electrical and electronic equipment, the technical documentation as well as safety data sheets must be provided in accordance with the legal requirements and the requirements contained in these GTC and the platform's terms of use. It must be ensured that the equipment does not endanger the safety and health of persons when used as intended or in a foreseeable manner, in particular with regard to the risks of heating, fire and short circuits. Apart from that, compliance with the requirements of the ElektroG is guaranteed.

6.6.7 Compliance with Regulation EU 2019/1020 on Market Surveillance and Compliance of Products EU 2019/1020

The Regulation EU 2019/1020 on Market Surveillance and Compliance of Products (thereinafter "**the MSR (EU) 2019/1020**") entered into force upon July 16, 2021, which requires to ensure that there is at least one legal or natural person within the territory of European Union as the specified EU Responsible Person as to any product to be put on the EU sales market online or offline, so as to ensure that every product is monitored and accountable by each EU government regulator. Upon placing an Order of the Articles with CE marks, you shall warrant that the accurate and valid name, registered trade name or registered trade mark, and contact details, including the postal address, of the EU Economic Operator who would perform the role of the EU Responsible Person and the tasks thereof shall be indicated explicitly on the Articles or on its packaging, the parcel or the accompanying document.

In relation to the Articles, you or the EU Responsible Person of such Articles shall be obliged to fully perform the corresponding Fulfillments required under the MSR (EU) 2019/1020 and according to our instructions.

With respect to the Articles, you shall indemnify and hold us and/or Affiliates harmless from and against any and all claims, losses, costs, penalties, fines and other expenses arising from your or the EU Responsible Person's violation of the MSR (EU) 2019/1020 and any relevant provisions to which EU Economic Operators are obliged to comply, or that we and/or Affiliates are prosecuted for liability and/or disputes by a third party, including but not limited to any claim for personal injury, property damage or tort, legal liability, damages, judgments, actions, losses, fines, handling, enforcement costs and other expenses.

When registering on the Platform, you ensure that the provisions of the MSR (EU) 2019/1020 are complied with and the valid EU Responsible Person is designated. You are obliged to provide the required information and to update if necessary. If you culpably fail to comply with this obligation in a timely manner, we shall be entitled to claim compensation for any damages we may incur as a result, including any fees and/or penalties imposed on us for breach of the MSR (EU) 2019/1020 from you. In addition, we may also assert any other claims or rights against you in connection therewith.

We and/or Affiliated Companies/ Service Providers shall in no case assume the role of an EU Responsible Person in the legal relationship with you. If we/Affiliated Companies/Service Providers would assume the responsibility of an EU Responsible Party due to the legal provisions or we/Affiliated Companies have assumed such a responsibility, we shall be entitled to terminate the Fulfillment Service at any time and to demand full compensation from you for all losses, liabilities and fees to the extent that you are at fault.

6.6.8 German Product Safety Act (ProdSG)

You or the relevant EU authorised representative shall ensure that the goods stored in our warehouses located within Germany are in align with the safety standards of EU, and you or the relevant EU authorised representative comply with the obligations under Product Safety Act and other laws, acts, ordinances or regulations, in particular Regulation on Electrical Equipment, Ordinance on the Safety of Toys, Act on the Electromagnetic Compatibility of Equipment, Energy-Related Products Act, etc.

You or the relevant EU authorised representative shall indemnify and hold harmless Us, Affiliates, and/or our Service Provides in full at all times against all costs, fees, expenses and disbursements properly incurred and all losses, liabilities, actions, proceedings, claims, demands, penalties, damages or liabilities which may be suffered by or brought against Us, Affiliates, and/or our Service Provides from any third party as a result of your or the relevant EU authorised representative's violation of Product Safety Act or other laws and regulations, e.g. Regulation on Electrical Equipment, Ordinance on the Safety of Toys, Act on the Electromagnetic Compatibility of Equipment, Energy-Related Products Act, etc.

6.6.9 General Product Safety Regulation

You or the relevant EU authorised representative must ensure that the goods stored in our warehouse in Germany comply with EU safety standards and have fully fulfilled the relevant obligations under the EU General Product Safety Regulation (GPSR), such as ensuring the provision of safe products; conducting risk assessment and monitoring of products before they are placed on the market; providing consumers with clear, accurate and easy-to-understand product safety information and warnings; clearly marking on the product packaging or accompanying documents the contact information such as the name, address and email address of the EU responsible person and the manufacturer, as well as information such as product type, batch number and serial number for tracing the source and sales situation of the products; if the product belongs to the category requiring CE certification, must ensure that the product has the correct CE mark; establishing and maintaining an effective product traceability system; if your manufacturer is located outside the EU, you must appoint a person responsible located within the EU who is responsible for handling product safety-related matters on behalf of the manufacturer.

If we and/or our affiliates suffer losses due to your violation or the violation of the relevant EU authorised representative for such goods of the relevant provisions of the EU General Product Safety Regulation (GPSR), or if we and/or our affiliates and service providers are held accountable by a third party and/or disputes occur, including but not limited to any claims regarding personal injury, property damage, infringement, legal liabilities, damages, judgments, litigations, losses, fines, handling costs, execution costs and other expenses, you shall ensure that we and/or our affiliates and service providers are protected from any and all claims, losses, expenses, fines, etc. As a matter of precaution, you hereby indemnify us from any claims and costs (including legal defense costs) that may be asserted against us in this regard, with immediate effect, at our first request.

7. WAREHOUSING AND GOODS INVENTORY

- 7.1 We perform warehousing services at the Fulfillment Centers in accordance with the description and terms provided in these GTC or such relevant rules on the Platform.
- 7.2 If we provide warehouse related services to you, you shall ensure that all your trade is legitimate and legal, ensure that the Articles meet the requirements of buyers/recipients as well as these GTC, the quality, safety standards of importing and exporting countries, corresponding country's relevant trade control and licensing laws, and ensure that the importing Articles or Articles intending for export match the information you declared. Any legal liability and/or loss due to your failure to meet the foregoing obligations shall be borne entirely by you. You shall take full responsibility for the Articles, including but not limited to liability under relevant laws, regulations, standards applicable to the Articles, and you unconditionally exempt our responsibility on the Articles (if any), if and to the extent that we have no responsibility and no liability under the provisions of Section 10.
- 7.3 The size, dimensions, and weight of your Articles and/or shipments must not exceed the maximum limits specified on the Platform for storage. For any of your breach of such requirements, we shall exercise the rights stipulated in Section 6.6.1 of these GTC.
- 7.4 Any time when you are [30] days in arrear with the total fees, we are entitled to secure our demands arising from the Fulfillment Services within the scope of the statutory provisions by means of a pledge right. Our powers to assert a right of retention pursuant to Section 9.1 shall remain unaffected. You irrevocably agree that your account and related rights in the Orange Connex Fulfillment Platform shall be managed and blocked by us and subsequently disposed of by us. Should you still need to use the Orange Connex Fulfillment Services in the future, you will need to register for a new account and you will not make any claims in this regard.
- 7.5 It shall be your responsibility to keep detailed records regarding the Articles that have been delivered to a Fulfillment Center and that potentially may still be stored there, while our recording work might be done merely for the convenience of job and shall not be deemed as an exemption of your own responsibility of such. We will assume no liability for any inaccuracies or incorrect information that may be stored in, or provided by us. Whenever purposeful and necessary for compliance with applicable legal requirements, we will take physical inventory twice per year at the Fulfillment Center in coordination with the Fulfillment Center.
- 7.6 We will be free to transfer Articles to a different Fulfillment Center at our expense at any time.
- 7.7 We and Service Providers commissioned by us are not obliged to and will not provide services for Shelf Life Management. Neither we nor Service Providers will handle any complaint, dispute or legal proceeding about Shelf Life Management, including but not limited to, complaints, disputes or legal proceedings filed by you or by any buyer/recipient/any other third party.
- 7.8 You shall be solely responsible for the Shelf Life Management of the Articles, and to solve any complaint, dispute and legal proceeding filed by you or by any buyer/recipient/any other third

party about Shelf Life of the Articles, and undertake to defend, indemnify and hold us and Service Providers harmless from any loss or damage in relation thereto.

- 7.9 If you use a service in connection with Batch Outbound and do not pick up the goods within 5 days of the available pick-up time notified by us, we will charge a late pick-up fee according to the current effective rate card (see “Services Rate Card”). If you have not collected the Goods from the warehouse within 30 days of the relevant pick-up time notified by us, we may, upon prior written notice to you, dispose of the goods, e.g. by depositing, destroying or donating them.

8. OUTBOUND DELIVERIES

8.1 Outbound Delivery services

As part of the Fulfillment Services, we will organize the delivery of shipments by a Shipping Company to the respective intended recipient designated in each Order. The Platform will set out the details of which delivery services will be used in the process.

If you choose Delegated Carrier Delivery Services, we will organize the delivery of shipments by a designated Shipping Company to the respective intended recipient designated in each Order.

8.2 Outbound Delivery restrictions

- 8.2.1 The handling and delivery of Articles must be specified in detail in accordance with the provisions of the Order, tracking number, and any relevant documents, and the Articles must be suitable for shipment. You must ensure the Articles have been marked, addressed and properly pre-packed in accordance with the rules posted on the Platform so as to ensure safe handling and delivery in accordance with applicable laws.
- 8.2.2 The size, dimensions, and weight of your Articles and/or shipments must not exceed the maximum limits specified in the Seller Manual for delivery, and you are accepting the actual size, dimension and weight result of measuring at the time of delivery service. For any of your breach of such requirements, we shall at our own discretion exercise the rights stipulated in the provisions of Section 6.6, in particular Subsections 6.6.1 and 6.6.2 of these GTC.
- 8.2.3 Shipping Companies may impose their own restrictions upon the delivery of your Articles. Please read the information provided on this topic on the Platform. There are also certain Articles or locations that we do not service.

8.3 Outbound Delivery deadline

The deadline for the outbound dispatch of Articles shall depend on the time at which the Order has been received. We will do our best to deliver the Article within the delivery deadlines specified for each delivery service. We do not guarantee these deadlines, however, since they are only approximate. Subject to our liability under the provisions of Section 10, we are not liable for any damages or loss caused by delay. Unless otherwise agreed in writing, it shall be at our discretion to select the type, route and means of transport or to provide the delivery services by the Services Providers. For example, we may dispatch the Articles of a single Order in one or more shipments.

8.4 Outbound Shipment tracking

The delivery of outbound shipment within the context of the Fulfillment Services will be performed by using shipment tracking or proof of delivery. The tracking service shall not be automatically nor necessarily involved in our service, even once involved. We will assume no warranty for the accuracy and frequency of the shipment-tracking data provided to us by the Shipping Company.

8.5 Delivery to the intended recipient

You are under obligation to provide us with all information on the delivery addresses as well as any changes to said addresses by submitting such information to our Platform or granting permission for us to collect such information from the supported e-commerce platforms/websites,

and you are to do so without undue delay. If the recipient refuses to accept the Articles or the address of the recipient provided by you is incorrect, such Articles shall be handled according to the provisions stipulated in Section 8.6 of these GTC. The service fee paid for such Articles shall not be refunded, and any additional costs arising therefrom due to return of the Shipment shall be fully compensated by you.

The Service Providers we have commissioned with shipping services shall make at least one delivery attempt for every shipment. The aim of each attempt shall be to deliver the shipment to the designated address, but not to hand it over to a specific person. We will not be responsible for or held liable if the designated addresses are incorrect and imprecise; both you and the intended recipient must also ensure that the shipment can be accepted and that the acceptance can be confirmed.

If our delivery attempt is unsuccessful and additional efforts are required for the shipment, the Fees paid for such delivery shall not be refunded and we may charge you Fees for Change Address Services for additional efforts we have made. You hereby authorize us to try the following alternatives, insofar as this seems appropriate under the circumstances:

- (a) To deliver the shipment to an alternate address in the vicinity of the designated delivery address;
- (b) To leave the shipment at a location at or near the delivery address which the Service Provider we have commissioned with shipping services considers to be secure, e.g. at a neighbor's premises.

The Service provider will notice the intended recipient that describes the alternative selected. If the intended recipient fails to contact us in order to make alternate delivery arrangements, insofar as these may be required, the shipment shall be returned to the Fulfillment Center and you will be charged with undeliverable return service fee.

8.6 Undeliverable Return

Assuming a shipment is returned to the Fulfillment Center, said Articles shall be returned to the stocks on hand at the Fulfillment Centers and shall be used to fulfill subsequent Orders for the same Article(s). The ownership rights and risks associated with such returned Articles shall lie not with us but rather with you. If we should deem such Articles to be unsuitable to return to the Fulfillment Center, we will return them to you at your expense. You shall be responsible for any Taxes, duties, and other additional costs that may incur as a result of return shipments.

8.7 Fraud

We are entitled to verify claims caused by shipping failure and SNAD at any time. If we find that your eBay listing information for Articles is inconsistent with the Articles entrusted to us for warehousing and shipping services, we will treat this as fraud. With respect to aforementioned Articles, we are entitled to take the following measures:

- (a) If you have joined eBay fulfillment program, we may immediately remove such Articles from eBay listing and restrict subsequent listing ;
- (b) We may remove such Articles from our shelves. You shall pick up Articles upon our notice and bear any expenses arising therefrom.
- (c) We are entitled to retrospectively verify all compensated claims in connection with you , and you should compensate us for any damage and loss related to or caused by your fraud.
- (d) We may adopt any measures to comply with laws and regulations and to cooperate with law enforcement authorities in their investigations.

We are entitled to deduct from your account the foregoing payable charges and relevant damages, and you shall proceed to pay us for the shortfall. If you fail to pay in full, we may dispose of your Articles in accordance with clause 9.1.

9. FEES AND PAYMENTS

9.1 Fees

You shall pay us the Fees, including Fees for value added services (refer to sec. 3 para. 1 lit. (g)), accruing for the performance of Fulfillment Services pursuant to these GTC. We are performing the Fulfillment Services exclusively in return for payment of the corresponding Fees and we therefore may cease performance of our services immediately in case of non-payment. You and we agree that we will acquire a lien on the relevant Articles for the case that you will not pay any Fees when due. The lien serves to secure all existing outstanding Fees to which we are entitled from the business relationship with you.

In the event of non-payment of any Fees due we will send you two written notices requesting payment of the outstanding Fees. If you fail to pay, we will have the right to dispose of the Articles seven days after the last demand for payment according to the following provisions. The ways of disposal include, but are not limited to, discounting, selling as well as auctioning.

To the extent that discounting, auctioning, selling or any other economically viable option of disposal of the items is not possible, even with good faith efforts at our discretion, we are entitled, after prior written notice, to dispose of the goods, e.g. by depositing, destroying or donating them, in order to avoid sustaining further damage to us. We may have our preferred claim from the proceeds arising from such disposal, and if the proceeds are less than the amount owed by you, we shall have the right to continue to seek recovery from you. All costs and expenses arising from the lien and disposal of the Articles shall be borne by you. You shall be responsible for any and all Fees that you may incur in connection with these GTC, whereby all amounts due must be paid to us without any deduction, offset or retention (unless permitted under a mutually agreed arrangement, or if we accepted a counterclaim with which offset is made, or if the counterclaim with which offset is made is uncontested by us, or if the counterclaim has been confirmed by a final and unappealable judgment of a competent court).

The Fees shall be the ones defined in the fee schedules, in the version current at the time of the transaction for which the Fees are charged. We are entitled to apply the dimensions and/or weight that we have accurately measured at the end of outbound process as a basis for computing the Fees for the Services. We reserve the right to change the Fees for future Orders subject to a notice period.

9.2 Invoice and Payment

We will send you an invoice during the first seven (7) calendar days of the following months. Said invoice shall state the Fulfillment Services that you have received during the month preceding the invoice date, as well as any accrued Fees for other Services, insofar as you have made use of such services.

We shall be entitled to choose the Customer's payment terms (following terms a or terms b) according to your account credit and actual situations after your registration and verification.

(a) Prepaid (Top-up)

We accept Top-up payment method available on the Platform in connection with your use of our Fulfillment Service. You shall deposit in your account certain amount equivalent to the estimated service fee for such services to be requested.

All charges of service fees will be invoiced to your account according to then-effective rates and service fee standards.

An estimated fee quote will be displayed in the ordering process. By placing an Order, you agree to the fee quote provided by the Platform for the Shipment in the aforesaid ordering process. After you places such Order, we may freeze such quoted amount in your account, which shall cover all service fees.

Subject to notice to you and subject further to your consent to the aforesaid assignment, any part or all remaining deposit in your account with us may be transferred to such Affiliate's account for it to apply to due charges.

(b) Payment after Bills

We will issue statement every week to you, which we called weekly statement or weekly bills shall be paid within [seven (7)] calendar days of the billing date, calculated from receipt of the statement. You will be considered as overdue customer once your bills are due.

To use the Orange Connex Service, you must provide one or more payment methods. You authorize us to charge any payment method associated with your account if your primary payment method is declined or is no longer available to us to pay your invoices. You remain responsible for any outstanding balances. If a payment cannot be successfully processed because the applicable payment type has expired, does not have sufficient funds, or fails for any other reason, your access to our Service may be suspended until we successfully debit a valid payment type. For certain payment types, the issuer of the payment type may charge a certain fee, such as a foreign transaction fee or other payment processing fees. Local applicable taxes may vary depending on the payment type. For more information, please contact the service provider of your payment type.

9.3 VAT, withholding Taxes

- (a) All Fees and Fees for Supplemental Services charged by us are exclusive of VAT and such VAT will be added to the Fees and Fees for Supplemental Services where applicable. You shall be responsible for all VAT imposed by any competent Taxing Authority attributable to the Fulfillment Services rendered by us, whether or not such VAT is shown on any invoices. If we are required to pay any part of such VAT, you shall reimburse us for such VAT.
- (b) In the event that applicable law requires that an amount in respect of any Taxes, levies or charges be withheld from any of your payments to us, the amount payable to us shall be increased as necessary so that, after you have withheld the amount required by applicable law, we receive an amount equal to the amount we would have received had no such withholding been required. You shall withhold such Taxes, levies or charges and pay such withheld amounts over to the applicable Taxing Authority in accordance with the requirements of applicable law and provide us with a receipt confirming such payment. We will reasonably cooperate with you to determine whether such deduction or withholding applies to the services, and if so, shall further cooperate to minimize applicable withholding taxes.
- (c) If and to the extent the respective supply of Fulfillment Services is subject to VAT, you shall pay the gross amount (i.e. the Fees plus the respective amount of VAT) to us upon receipt of an invoice in compliance with all legal requirements which enables you to deduct input VAT, unless the reverse-charge-mechanism applies.
- (d) If and to the extent the reverse-charge-mechanism applies, i.e. the respective supply of Fulfillment Services is subject to VAT and you are liable for such VAT towards the Taxing Authorities, you shall pay the VAT to the Taxing Authorities, and we shall issue an invoice in compliance with all legal requirements, in particular indicating your Tax liability as recipient.
- (e) To comply with your legal and Tax obligations, you shall provide us with all information necessary, including but not limited to a valid VAT Number.
- (f) In case the information you provide us with is incorrect, out-of-date or invalid, we reserve the right to charge you at any time for any VAT amounts that have accrued but have yet to be settled.
- (g) You invariably shall be responsible for all Taxes, customs duties, and other levies that accrue in connection with the use of our Fulfillment Services. In the event of any of the following situations, you need to immediately settle all payable expenses with us. (a) You request to remove more than 75% of the inventory from the Fulfillment Center. (b) The value of your inventory Articles is lower than the outstanding expenses. (c) Any party in

advance to dissolve or terminate the contract. (d) Any of your selling activities is limited by eBay, including but not limited to the removal of product listing or the termination of relevant eBay user accounts.

9.4 **Consequences of payment default**

a) **Default interest**

If you default on rendering payments to us, we shall have the right to refuse to perform any or all of the Fulfillment Services and to charge you interest on the amount in arrears. Our authority to refuse to perform in the event of failure to make a payment that is merely due shall not be affected. Interest under this will accrue each day at 0.02%. You are under obligation to pay us the interest together with all the amounts in arrears.

b) **Rejection of Orders for our Fulfillment Services**

If you fail to settle the invoices by their due date, we will also be entitled to refuse to accept any further Orders for new Fulfillment Services from you until you have paid the amounts in arrears. If you do not render payment in timely fashion, we may call upon the services of an external collection agency. Under certain circumstances, we may share your personal data with third parties in keeping with our Privacy Policy.

c) **Other rights in case of delayed or omitted payments**

Our rights based on legally accrued liens on your Articles in our possession together with the appurtenant documents remain unaffected.

10. **LIMITATION OF LIABILITY**

10.1 **Liability in connection with warehousing**

- a) If Articles are lost or damaged while being warehoused at our Fulfillment Center (referred to hereinbelow as a "Warehouse Damage Event"), we will provide compensation for the actual loss or damage according to the provisions set forth in these GTC.
- b) We will provide compensation for the actual loss or damage according to the provisions set forth in these GTC. Our liability for a Warehouse Damage Event shall be limited to the amount (i) (a) to the Article's declared value set forth in the customs clearance documents or certificates, or (b) for local purchased inventory, purchased price or (c) if there is no enough information to calculate the value for the article, we will be entitled to assign a value according to average value of goods set forth by Company in our reasonable discretion, or (ii) to [EUR 100] per Article, which amount is lower. A value determined by us in our reasonable discretion shall be binding on you only if it is fair. If it does not correspond to fairness, the determination shall be made by court judgment.
- c) You are required to provide documentation for us to calculate the compensation for the Warehouse Damage Event, for example, the procurement invoice or customs declaration document, etc.

10.2 **Liability in connection with delivery**

- a) **If an Article is lost or damaged within the scope of our service as specified in 2.9 (hereinafter referred to as "Delivery Damage Event"), for specific compensation applicable to Fulfillment Service, please refer to Services Rate Card. You may visit our official website (<https://www.orangeconnex.de/princing.html>) and click "Get a quote" to get the Services Rate Card.**
- b) Unless a lesser compensation is provided for under the relevant statutory provisions, we will provide compensation for the actual loss or damage according to the provisions set forth in these GTC. Our liability for a Delivery Damage Event shall be limited to the amount (i) (a) to the Article's declared value set forth in the customs clearance documents or certificates, or (b) for local purchased inventory, purchased price or (c) if there is no enough information to calculate the value for the article, we will be entitled to assign a

value according to average value of goods set forth by Company in our reasonable discretion, or (ii) to [EUR 100] per Article, which amount is lower. A value determined by us in our reasonable discretion shall be binding on you only if it is fair. If it does not correspond to fairness, the determination shall be made by court judgment.

- c) To the extent permitted by applicable law, our liability for losses or damages to Articles for Delivery Damage Event is limited to a maximum of [EUR 100] per Outbound Shipment.
- d) You are required to provide documentation for us to calculate the compensation for the Delivery Damage Event, for example, the procurement invoice or customs declaration document, etc.

10.3 **Disclaimer**

Our reimbursement policy will not cover the followings:

- (a) Articles lost or damaged before being delivered to our Fulfillment Center;
- (b) Articles lost or damaged without our or Service Providers' fault during the inbound receiving process, including the minor damage caused by the postal stamp, by the postal stamp impressions and notes as well as advertising stamps on the Articles and any other similar mark or notes;
- (c) Articles lost or damaged after being delivered to the buyer/recipient;
- (d) Prohibited Articles;
- (e) For Registered Articles that have not been registered or have not been registered properly or a registration that has been made is subsequently declared invalid regardless of the specific reason;
- (f) Unsafe Articles without material safety data sheet and other documents as requested by the Service Providers;
- (g) Expired Articles;
- (h) Any loss, damage, delay, misdelivery, non-delivery, misinformation or failure to provide information caused by or resulting from the nature of the Articles, including any defect, characteristic or inherent vice of the Article;
- (i) Any loss, damage, delay, misdelivery, non-delivery, misinformation or failure caused by your intentionally or negligently fail to provide or update any information as per our requirements (local) laws and regulations, in particular also concerning the CE marks, details of EU responsible person, representations, warranties and other requirements of the MSR (EU) 2019/1020;
- (j) Any loss or damage of the Article provided that the outer package is in good condition or is generally intact at the time of delivery and the Article is packaged by you or under your instruction;
- (k) Any loss or damage of the Article caused by government agencies during the inspection;
- (l) Pure packing damage;
- (m) Complaints or claims being lodged by you to us not within mandatory statutory preclusion periods;
- (n) Articles lost or damaged caused by Events Beyond our Control;
- (o) Articles unable to be stored in room temperature, including but not limited to low-temperature requirement, specific humidity control, or germ-free storage need.
- (p) Due to your violation of applicable laws, the Articles have been seized or confiscated by relevant authorities.

10.4 **Additional liability provisions**

- 10.4.1 Upon recipient's acceptance of the Articles, any loss, shortage, deterioration, pollution, damage and other risks of the Articles shall be transferred to recipient, and we shall have no responsibilities for the Articles in the recipient's possession.
- 10.4.2 Except insofar as the present GTC may provide otherwise, our liability shall be in keeping with the applicable statutory provisions.
- 10.4.3 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable in the following cases, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty).
- 10.4.4 If a complaint is filed for damage involving all or part of a shipment and we settle this complaint by paying out an amount, then we will be entitled to claim title to the damaged Article subject to the consent of the injured party, and to dispose over it at our free discretion.
- 10.4.5 We shall also be liable for damages resulting from injury to life, body or health in the event of simple negligence.
- 10.4.6 We shall also be liable for damages arising from the breach of a material contractual obligation (obligation, the Fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely) in the event of simple negligence; in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage, whereby the liability for the respective warehousing, delivery and other type of supplemental services shall be separate regardless of engagement of multiple types of services; in each case of breach our total liability shall not exceed the total Fees that you paid to us for such type of service directly involves the breach over the 12-month period preceding the breach; the foregoing exception shall not apply in cases of culpable injury to life, limb or health or in cases of mandatory liability, including, but not limited to, cases involving liability for a guarantee issued by us.
- 10.4.7 The limitations of liability resulting from sections 10.4.5 and 10.4.6 shall also apply to third parties as well as in the event of breaches of duty by persons (also in their favor) whose fault we are responsible for according to statutory provisions. They shall not apply in the event of fraudulent concealment or if we have assumed a guarantee. They shall also not apply to claims under the Product Liability Act. In all other respects, we hereby disclaim any further-reaching liability arising in connection with the possession, warehousing, and delivery of Articles by us or by the Service Providers.
- 10.5 **Deadlines** - Any complaints for a lost or damaged Article must be lodged by contacting our Fulfillment Services (via [DE.Fulfillment@orangeconnex.com]) within [30] days of the date on which you became aware, or were made aware, of the relevant loss or damage. If this is not done, we will have no liability towards you in this connection.
- 10.6 **Events Beyond our Control** - We will assume no liability or responsibility in cases in which Events Beyond our Control delay or hinder us in the performance of our obligations under these GTC and/or in the proper Fulfillment of Orders. If an Event Beyond our Control hinders us in fulfilling our service obligations under these GTC and/or an Order, then we will notify you as soon as possible about the hindrances involved.

Our obligations under these GTC shall be deemed temporarily suspended and the period for Fulfillment of our obligations shall be extended for a period corresponding to the duration of the Event Beyond our Control. We will arrange a new pickup or delivery date with you once the Event Beyond our Control has come to an end.

11. FAILURE TO FULFILL YOUR OBLIGATIONS

If you fail to fulfill your obligations under these GTC and this non-Fulfillment hinders us from performing our service obligations (e.g. providing improper packing, failure to provide accurate

delivery address information, nonpayment or delayed payment of Fees, etc.), we will be entitled to take the following steps, irrespective of any other rights set forth in these GTC and the law:

- 11.1 We will have the right to suspend the provision of our Fulfillment Services, and we will have the right to regard your breach of the present GTC as the cause preventing us from the Fulfillment of our obligations, or as the cause of the delay with which fulfill our obligations.
- 11.2 We will have the right to suspend the provision of our Fulfillment Services until you have corrected the breach. We will have the right to regard your breach as the cause preventing us from the Fulfillment of our obligations, or as the cause of the delay with which fulfill our obligations.
- 11.3 We shall have no liability for any direct or indirect damages (in particular lost profit and/or lost concrete business opportunities) that you may incur as a result of your breach of obligations.
- 11.4 You are under obligation to compensate us for any direct or indirect damage which we incur as a result of your breach of obligations.

12. INDEMNIFICATION

- 12.1 You agree to indemnify, defend and hold us harmless, as well as our Affiliates, along with the executive managers, employees, representatives and directors of our respective enterprises, and along with our Service Providers, upon first demand from all claims, damages, costs, compensation payments, expenditures and losses, and to provide compensation therefor, insofar as we have incurred them or may incur them in future, as a result of, from, or in connection with, any of the following:
 - (a) A culpable breach of a provision of these GTC by you (including without limitation, delivery of any Prohibited Articles, Registered Articles that are not or not properly registered or whose registration is subsequently declared invalid, or Unsafe Articles (with or without any submission of material safety data sheet), failure to provide all the documents and information required for custom declaration, providing incorrect or inaccurate HS Code and declared value, providing incorrect or inaccurate address, improper packaging, improper CE marking, violation of intellectual property or other third party rights, and etc.);
 - (b) A culpable violation of the requirements as set out under the service rules set out in the Seller Manual and fee schedules of the Platform by you;
 - (c) If such claims, damages, costs, compensation payments, expenditures and losses are caused by or in connection with your Articles and are at fault with your Articles;
 - (d) If such claims, damages, costs, compensation payments, expenditures and losses are caused by or in connection with our delivery of your Articles by your fault; and
 - (e) For Taxes for which you are responsible, including for the avoidance of doubt indirect Taxes, for which we are held liable.

13. CONFIDENTIALITY

- 13.1 If any information concerning our secret, intelligence, plan, product, etc. may be accessed by you for purpose of these GTC, such information shall be treated as confidential and shall not be disclosed to any third party or used for purpose other than these GTC without our written consent, otherwise you shall solely bear all the losses.
- 13.2 You shall not disclose any incentives or cooperation methods enjoyed and other information in the process of your use of our Fulfillment Services to third parties, otherwise, we are entitled to claim compensation for the economic losses culpably caused by you (including but not limited

to attorneys' fees, litigation fees, travel expense and other damages). You should compensate us for the loss within the reasonable time limited by us.

- 13.3 For the purposes of our Fulfillment Services, you hereby authorize us to collect and receive such data and information on the underlying transactions (including but not limited to listing, sale and delivery of goods, inventory) of our supported e-commerce platforms and our Service Providers regardless of any information that is proprietary or confidential. You hereby further authorize us to disclose and share your user data (including but not limited to tracking number, tracking events, inhouse status) generated in the process of your use of our Fulfillment Services to our affiliates, partners and/or Service Providers. You acknowledge and agree that we are not obliged to procure the information recipient shall keep the information confidential, nor shall we be held liable for any misappropriation or disclosure of such information by any of such parties.

14. DATA PROTECTION

- 14.1 The information submitted by you to us may contain personal data which is subject to the protection of applicable privacy and data protection laws and regulations. We shall endeavor to limit the disclosure and processing of the personal data to the extent reasonably required to effect performance of the services, manage and administer your account under the Platform, and for such other purposes as may be required by applicable laws, including, communicating the aforementioned information to Service Providers, subcontractors, agents, representatives, competent authorities and conducting applicable data export assessment as required by competent authority. To the extent permitted by law, we may, for the above mentioned purposes, transmit personal data across the border.
- 14.2 All personal data provided to us shall have been fairly and lawfully obtained and you have the authority to disclose such personal data to us for the aforementioned purposes. Under any circumstances, you shall fully indemnify and keep us harmless against any and all liability incurred by us as a result of such breach.

15. INTELLECTUAL PROPERTY PROTECTION

- 15.1 The copyright, trademark, patent and other intellectual property rights in connection with the Articles shall not violate any applicable laws of each country/region, otherwise you shall be responsible for all the losses and legal consequences arising from the culpable violation of any intellectual property laws, including all losses suffered by us.
- 15.2 Without our prior written consent, you shall not use, copy or otherwise use our trademarks, logos, commercial information, technology and other information.

16. CONTRACTUAL TERM AND TERMINATION

- 16.1 The contract is valid for an indefinite term and may be terminated observing a notice period of one (1) month before month's end.
- 16.2 You may at any time end your usage of the Fulfillment Services or withdraw some or all of your Articles from the Fulfillment Services by following the procedure described on the Platform.
- 16.3 In addition, either Party may terminate the contractual relationship as follows in the following situations:
- (a) By notifying the respectively other Party and observing a notice period of one (1) month before month's end, insofar as an obligation under the present GTC has been breached and said breach has not been remedied (in the manner demanded by the non-breaching

Party) within 14 days of a corresponding demand for remediation by the non-breaching Party (assuming this grace period is adequate in the individual case);

- (b) By observing a notice period of one (1) month, insofar as you have a legal right to terminate these GTC because we have failed to fulfill our obligations;
- (c) Where any of your selling activities is limited by eBay, including but not limited to the removal of product listing or the termination of relevant eBay user accounts, we are entitled to terminate these GTC respectively the contractual relationship existing with you based on this;
- (d) By notifying the respective other Party and observing a notice period of 14 days, insofar as the freedom of action of either Party is impaired for at least 30 days by an event beyond its control; or
- (e) By notifying the respectively other Party and observing a notice period of one (1) month, if it becomes apparent to after the conclusion of the contract (e.g. by filing for insolvency proceedings) that our claims are jeopardized by your lack of ability to pay (§ 321 BGB). The right to terminate for cause shall remain unaffected.

- 16.4 If you cease using the Fulfillment Services or withdraw Articles, we will make your remaining stocks available for pickup at the Fulfillment Center at your expense.

17. MISCELLANEOUS

17.1 Amendments to these GTC

We reserve the right to amend these GTC and shall notify you accordingly by publishing the amended version of these GTC on the Platform or by emailing it to you in care of the email address that we have on file for you. The amended GTC shall come into effect 30 days after such notification is given. If you continue using the Fulfillment Services, we will take this to mean that you have accepted the amended GTC. If you do not accept the amended GTC, you shall be entitled to terminate the contract without undue delay before the amended GTC take effect.

17.2 Transfer of rights arising from the contract and these GTC

We reserve the right to transfer our rights and obligations under the contract and these GTC to another Affiliate company, whereby this shall not prejudice your rights or our obligations under these GTC. In such case, we will notify you by email and by way of a public announcement on the Platform. Such a change shall not take effect until it has been publicly announced. You shall be entitled to transfer your rights, respectively your obligations, to another person only if we have given our written consent to such a transfer.

17.3 Severability

If individual provisions of these GTC are or become ineffective or null and void, either as a whole or in part, then this shall not affect the effectiveness of the remaining provisions.

17.4 Entire Agreement

These GTC, together with all the documents, terms, and/or rules expressly incorporated by reference or concluded hereunder (such as Orders), shall form the entire agreement of the Parties with respect to the subject matter of these GTC and shall replace any and all prior arrangements, promises, warranties, guarantees, declarations of intent and understandings with regard to the subject matter of these GTC.

17.5 Independency

We are an independent contractor providing Fulfillment Services to you, and will not be your legal representative, agent, joint venture participant, or joint venturer with you for any purpose.

17.6 Waiver

No failure to exercise nor any delay in exercising any right, power or remedy by us shall be constituted as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on us unless we have made such waiver in writing, and will be effective only to the extent specifically set out in that waiver.

17.7 Applicable law

These GTC, as well as any and all disputes and complaints that arise on the basis of, or in connection with, these GTC, its agreed subject matter or its constituent elements (including disputes or complaints unrelated to these GTC) shall be governed by the laws of the Federal Republic of Germany.

17.8 Place of jurisdiction

If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Berlin. However, we are also entitled in all cases to bring an action at your general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

17.9 Precedence of the German-language version

These GTC exist in a German-language version as well as in an English-language version. In case of conflicts between the two versions, the German-language version shall prevail.