

eSagu GmbH

General Terms and Conditions

for customer contracts w.e.f. 1 October 2015 (last updated: 1 July 2019)

Preamble

eSagu GmbH (hereinafter referred to as 'ESAGU'),

represented by: Guido Krömer
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has developed and operates a software application. The web-based service provided by ESAGU gives commercial traders the opportunity to automatically adjust their price offers on the Amazon trading platform to those of their competitors.

ESAGU offers the CUSTOMER the option of using the software application on ESAGU's servers for a time-limited period, in order to store application data in return for payment. Through these General Terms and Conditions, the Parties agree on the conditions under which ESAGU provides the CUSTOMER with this time-limited opportunity to use the software.

ESAGU is a company that is unconnected with any trading platform and is legally and economically independent. ESAGU is moreover not the vicarious agent of any trading platform, nor does not have any legal connection or other relationship with the trading platforms it supports. ESAGU is not, nor does it become, a contractual party in any contracts concluded between the CUSTOMER and the Amazon trading platform or other trading platforms. Consequently, ESAGU does not assume any contractual obligations arising from these contracts either. This also applies if these contracts include prices that have been established by means of the ESAGU software.

§ 1 Scope of validity/General

- 1.1 The business relationship between eSagu GmbH, Köhlstrasse 10a, 50827 Cologne, Germany, represented by Managing Directors Samuel Abraham and Piotr Rode of the same address (hereinafter called ESAGU), and the CUSTOMER is exclusively subject to the following General Terms and Conditions in the version valid at the time the contract is concluded. Conditions of the CUSTOMER or third parties differing from these will not be recognised unless ESAGU explicitly acknowledges their validity in writing.
- 1.2 Unless otherwise agreed, the General Terms and Conditions in the version here presented also function as a framework agreement for all future contracts of a similar nature, without any need for ESAGU to indicate this separately.
- 1.3 The products offered via the domain www.esagu.de are aimed exclusively at CUSTOMERS who have reached their 18th birthday, are entrepreneurs, and

are fully legally competent. 'Entrepreneurs', in the sense of these General Terms and Conditions, are natural persons, legal entities or legally responsible private companies who, by entering into this contract, are exercising their commercial or autonomous professional activities.

- 1.4 The contractual language is German. In the case of contradictions between versions in different languages, the German-language version is authoritative.

§ 2 Object of contract

- 2.1 ESAGU has developed and operates an internet-based software application for optimising prices in online-based trading systems, which provides commercial dealers with the opportunity to automatically adjust their price offers on various trading platforms (e.g. Amazon, eBay) to the prices of their competitors (hereinafter referred to as RePricing). The object of this contract is the temporary provision of the RePricing software application hosted on ESAGU's servers for use of its functions by means of remote data communication via the internet, the granting of the relevant rights of use, and the provision of storage space for the data generated by the CUSTOMER through the use of RePricing and/or necessary for the use of RePricing (hereinafter 'application data') to the extent agreed by ESAGU with respect to the registered customer, in exchange for payment of the agreed remuneration. The actual extent of the range of functions provided by RePricing can be found in the service description at www.esagu.de. The service description is intended solely to illustrate the service offered and does not represent any guarantee.
- 2.2 RePricing is used via a web browser. ESAGU's responsibility begins at the point of transfer. The point of transfer to ESAGU is the interface between the internet medium and the RePricing environment, which is hosted on ESAGU's servers.
- 2.3 ESAGU is solely the provider of RePricing, and has no economic or legal connection with the trading platform used by the CUSTOMER. ESAGU is neither an agent of the trading platform nor a contractual party in contracts concluded between the CUSTOMER and the trading platform or third parties.

§ 3 Registration/Concluding of contract

- 3.1 Free trial period of RePricing
 - 3.1.1 The CUSTOMER may try out RePricing without payment for a 10-day trial period that is granted once only. After clicking the 'Register now' button, the customer is redirected to the login area. There the CUSTOMER can register using their e-mail address and a password. By clicking on the 'Register now' button, the CUSTOMER makes a request to conclude a cost-free user agreement. The registration process can be ended at any time before registration by closing the browser. If the CUSTOMER has an Amazon account, then alternatively they can

register by clicking on the 'Login with Amazon' button. They will then be redirected to the Amazon platform, where they can make the request to conclude a cost-free user agreement by clicking on the 'Register' button. The process can be ended before registration by closing the browser or clicking on the [Cancel] button. ESAGU confirms the receipt of the request immediately by e-mail. In this e-mail, the CUSTOMER receives an activation code. After accepting the General Terms and Conditions of ESAGU by clicking on the tickbox, the CUSTOMER grants ESAGU the contract to activate their customer account. ESAGU accepts the CUSTOMER's request by activating the customer account. The user agreement between ESAGU and the CUSTOMER does not come into effect until this declaration of acceptance on the part of ESAGU.

3.1.2 The trial period begins at the time of activation and entitles the CUSTOMER to cost-free use of the service according to these General Terms and Conditions. The trial period and contract end automatically 10 days after activation, with no right to extension or to the conclusion of a fee-paying contract. If no fee-paying contract comes into effect, the customer account inclusive of the available data is permanently and finally deleted 30 days after the termination of the trial period at the latest. The contract does not need to be cancelled. During the cost-free trial period, ESAGU is entitled to cancel the activation of the customer account, terminate use and therewith unilaterally terminate the contract without notice, without giving reasons. The CUSTOMER is not entitled to use the trial version multiple times. In the event of circumvention of the General Terms and Conditions of the software through the use of different names for the identical CUSTOMER and/or forwarding of the software to third parties, ESAGU is entitled to block the CUSTOMER from the trial version.

3.2 Conclusion of fee-paying RePricing contract

3.2.1 Alternatively, the CUSTOMER has the option of concluding fee-paying contracts with ESAGU during the trial period. Before the cost-free trial period expires, the CUSTOMER is informed that they can continue to use the Software beyond the 10 days in return for a fee by clicking the [Use on fee-paying basis] button. The term of the fee-paying contract begins when the contract for fee-paying services is concluded after the expiry of the trial period.

3.2.2 After clicking on the [Use on fee-paying basis] button, the CUSTOMER can then select a minimum contractual term of several months (e.g. 3, 6, 12, 24 months). For this purpose, they enter their requested data (master data, SEPA direct debiting, PayPal, payment data etc.) in the form provided. By clicking on the tickbox, the CUSTOMER accepts the General Terms and Conditions of ESAGU. By clicking the [Confirm] button, the CUSTOMER makes a binding offer to conclude the fee-paying contract. ESAGU confirms receipt of this request and the acceptance of the contract by e-mail to the CUSTOMER (Confirmation of acceptance) within 24 hours. The CUSTOMER is obligated to honour any requests for 3

days. The fee-paying contract comes into effect when the contract is accepted by ESAGU.

3.2.3 ESAGU reserves the right to decline requests to conclude fee-paying contracts without giving reasons.

3.3 Concluding fee-paying contracts: additional 'easyBox' function

3.3.1 Where a contractual relationship with RePricing already exists, the CUSTOMER has the opportunity to select the 'easyBox' option and use additional functions. After logging in to the easyBox site, the CUSTOMER can choose between various packages at different prices that can be viewed on this site. By clicking on the corresponding [Book package now] button, the CUSTOMER makes a request to conclude a fee-paying easyBox agreement. ESAGU confirms receipt of this request and the acceptance of the contract by e-mail to the CUSTOMER (Confirmation of acceptance) within 24 hours. The CUSTOMER is obligated to honour any requests for 3 days. ESAGU reserves the right to decline requests to conclude fee-paying contracts without giving reasons.

3.3.2 The contractual term of an easyBox contract is 30 days. The relevant contract is automatically extended for a further 30 days unless it is cancelled 14 days before the end of the contractual period.

3.4 Concluding fee-paying contracts: additional 'CustomCode' function

3.4.1 'CustomCode' is the name for the Repricing function of the standard software individually tailored to the CUSTOMER's needs. ESAGU creates an offer for this on the basis of the CUSTOMER's data, which the latter accepts by e-mail. The relevant contract comes into effect when the offer is accepted. ESAGU is obligated to honour any offers for 7 days.

After the contract has been concluded, ESAGU creates the CustomCode. After a trial period, this is then provided live. Invoicing is then carried out either separately or as part of the monthly invoicing for other services.

3.4.2 Alternatively, ESAGU grants the CUSTOMER the option of incorporating their code on their own responsibility. In this case, ESAGU only carries out a verification. A fixed fee of €81.25 is payable for verification. In this case, ESAGU assumes no responsibility for the customer-generated code and checks this solely with regard to syntax.

§ 4 Availability

4.1 ESAGU guarantees availability of 99.5% per month exclusive of agreed maintenance windows and also exclusive of downtime for which ESAGU is not responsible.

4.2 ESAGU is entitled to carry out maintenance and service operations and to suspend the provision of RePricing for these reasons (co-called downtime).

ESAGU shall inform the CUSTOMER of this and mutually agree on maintenance windows with the latter. However the downtime must not exceed 2 hours per month.

- 4.3 Irrespective of the availability quota, the liability of ESAGU pursuant to articles 9.3 and 9.4 of this contract remains unaffected.

§ 5 Rights and obligations of ESAGU

- 5.1 ESAGU shall make RePricing available to the customer in return for a fee for the term of this contractual relationship. The content and extent of this can be found in the description of functions and price list at www.esagu.de. With the activation of the user account, RePricing is regarded as provided and ready for operation.
- 5.2 ESAGU shall provide, service and maintain the technical service landscapes required for the provision of services. To this extent, ESAGU is entitled to use the services of third party companies as subcontractors.
- 5.3 During the term of the contract, ESAGU shall backup the server database every day with an up-to-date data backup medium. No contractual obligation exists to archive this data backup medium. The CUSTOMER has no right of any kind to demand the issue of this data backup medium.
- 5.4 ESAGU is entitled to change and optimise RePricing to an extent that does not fundamentally imperil or impair the contractual aim of this contract. With regard to services provided free of charge, ESAGU is entitled to suspend these at any time without notification.

§ 6 Rights and obligations of the CUSTOMER

- 6.1 The CUSTOMER guarantees that the information supplied by them is complete and correct. They shall inform ESAGU without delay of any changes to data necessary for the performance of this contract. They shall use RePricing only to the contractually agreed extent, and shall fulfil all obligations necessary for the execution of the services of this contract punctually, in full and in a technically correct manner. In particular, they shall pay agreed remuneration on time.
- 6.2 The CUSTOMER shall protect the user and access permissions allocated to them (or to the authorised users) and identification and authentication mechanisms against access by third parties, and not pass them on to unauthorised users. As soon as the CUSTOMER perceives any signs that access permission has been illegally acquired by a third party, they are obligated to inform ESAGU of this immediately.
- 6.3 The CUSTOMER shall refrain from personally accessing, or allowing unauthorised third parties to access, information or data without authority, or accessing or allowing access to programmes operated

by ESAGU, or penetrating ESAGU data networks without authority.

- 6.4 The CUSTOMER must ensure that the hardware and software necessary for use of the internet and the required internet connection are available. In particular, they are responsible for making sure that current internet browsers are used and kept updated. Provision of these essential requirements, and of the telecommunications services for the transmission operations from the server to the devices used by the CUSTOMER, do not lie within the scope of this contract, but are obligations of the CUSTOMER.
- 6.5 During the term of the contract, the CUSTOMER is obligated to guarantee online access to the various trading platforms necessary for the performance of services and calculation of remuneration by ESAGU, and to maintain it in good order.
- 6.6 If the CUSTOMER has changed their original account for the trading platform to another account for the trading platform, or a new account is associated with the use of RePricing by ESAGU, they must inform ESAGU of this immediately.
- 6.7 The CUSTOMER is obligated to take appropriate precautions, commensurate with the diligence of an orderly business person, to ensure that the application data from the databases, which are stored in machine-readable form, can be reproduced at justifiable expense.
- 6.8 The CUSTOMER is obligated to check application data or information for viruses before sending them to ESAGU, to use virus protection programmes corresponding to the current state of the technology, and not to upload any malware and/or data containing viruses, nor to take any other steps that are intended to disrupt the operation of RePricing or ESAGU.
- 6.9 When using RePricing, the CUSTOMER shall abide by all applicable laws and other legal requirements of the Federal Republic of Germany. The CUSTOMER is responsible for ensuring that RePricing is not used in an improper manner. If contents are transmitted or provided, the CUSTOMER is responsible for ensuring that these are free from the rights of third parties, in particular copyright rights and rights to trade names or trademarks, that restrict or prevent their use or processing according to the extent agreed here. The transmission of legally proscribed, radical right-wing, pornographic, racist or morally offensive content is forbidden, as is the transmission of content that violates the sense of decency of all fair-minded and justly thinking people. If a third party should assert claims against ESAGU based on culpable infringement of their proprietary rights by the CUSTOMER, the CUSTOMER shall release ESAGU from all costs and compensation sums upon first demand. In the event of a legal dispute, they shall bear all necessary costs relating to this. The parties must reach a mutual agreement regarding the assertion of the claim by the third parties immediately.

- 6.10 The CUSTOMER is obligated to keep all application data in RePricing required for the use and performance of the contract up to date. They are obligated to check the prices transmitted to the trading platform by ESAGU for obvious errors, and to inform ESAGU of any errors immediately in writing.
- 6.11 The CUSTOMER is not entitled to transfer rights and obligations arising from this contract without written approval from ESAGU.
- 6.12 After blocking and/or cancellation, the CUSTOMER is prohibited from opening a new CUSTOMER account.

§ 7 Granting of rights/Infringement of rights granted

- 7.1 The CUSTOMER and any users authorised by them (staff) are granted the non-exclusive right, limited in time to the term of the contract and subject to retention of payment, to access RePricing by means of telecommunications and to use the functionalities associated with RePricing by means of a browser and in accordance with this contract. The CUSTOMER is not granted any rights exceeding this, in particular to software applications, source codes or the operating software.
- 7.2 The CUSTOMER is not entitled to use RePricing beyond the extent permitted by the limitations of this contract. In particular, the CUSTOMER is not permitted to make copies of, publish, transfer to another for a limited period, rent or loan RePricing, in whole or in part. The rights pursuant to §§ 69 d, 69 e of the German Copyright Law (*Urhebergesetz*) are not affected by this.
- 7.3 If the CUSTOMER infringes the stipulations of articles 7.1 and 7.2 for reasons for which they are responsible, ESAGU may, after prior written notification of the CUSTOMER, block the CUSTOMER's access to RePricing or the application data, if the infringement can be demonstrably suppressed by such means. If, despite appropriate written warning on the part of ESAGU, the CUSTOMER should continually or repeatedly infringe the stipulations of articles 7.1 and 7.2, and bears the responsibility for this, then ESAGU may terminate the contract exceptionally without observing a notice period.
- 7.4 In the event of culpable and unauthorised use, or transfer of use, the CUSTOMER must pay ESAGU an immediately payable contractual fine amounting to three times the monthly licence fee. ESAGU reserves the right to assert compensation claims. In this case, the contractual fine is deducted from the compensation claim.
- 7.5 If ESAGU provides new versions, updates, upgrades or other new products relating to RePricing during the term of the contract, the above stipulations also apply to these.
- 7.6 The CUSTOMER grants ESAGU free of charge a right to use the CUSTOMER's application data for the agreed purpose of the contract, which is restricted in time to the duration of the existing contractual

relationship, unrestricted in terms of content or space, and irrevocable.

§ 8 Prices/Payment terms

- 8.1 Unless any provisions to the contrary have been made, prices are quoted net in pfund sterling, plus the statutory VAT for each activated fee-paying contract.
- 8.2 The ESAGU prices valid at the time of concluding the contract apply.
- 8.3 Invoices are created electronically, transmitted by e-mail and additionally displayed in RePricing under the menu item 'My Account/Invoices'. The CUSTOMER herewith declares that they agree to this. The CUSTOMER will be informed of each new invoice by e-mail.
- 8.4 Depending on the contractual term chosen, the payment is composed of a fixed monthly sum for minimum turnover, regardless of the amount of use, as a fixed charge for administration and processing, and of use-related payments (commission), charged according to the generally valid ESAGU price list applicable at the time of using the services. The monthly minimum sum amounts to EUR 48.00 net, and is deducted from payments exceeding this.
- 8.5 The use-dependent payment (commission) is calculated monthly in arrears according to the total number of articles sold. 'Articles sold' refers to all articles sold by the CUSTOMER, regardless of subsequent cancellations, refunds or returned articles. 'Articles sold' also includes those not despatched by the CUSTOMER, but by a third-party provider (e.g. the Amazon or eBay sales platforms) on behalf of the CUSTOMER.
- 8.6 The first accounting period for fee-paying contracts begins when the contract is concluded and ends with the close of the same month at 24:00:00. (Example: contract begins 18 April at 15:56:12, ends 30 April at 23:59:59). The invoicing date is always the last day of the relevant month. Accounting periods and sales turnover administered will be sent to the CUSTOMER by e-mail on request.
- 8.7 Payment claims by ESAGU fall due 14 days after receipt of the invoice for payment at the latest.
- 8.8 ESAGU offers CUSTOMERS who have a bank account in the Federal Republic of Germany the option of payment by invoice or by SEPA direct debit procedure. In the latter case, the CUSTOMER creates a SEPA direct debit mandate for ESAGU for all due payments. The same also applies to any new bank accounts notified by the CUSTOMER.
- 8.9 CUSTOMERS who have a bank account in the Federal Republic of Germany can take part in the SEPA direct debit system, or have the option of paying by 'PayPal'. In this case, the payment is processed by the payment service provider PayPal (Europe) Sàrl et Cie, S.C.A., 22-24 Boulevard Royal, L-2449, Luxembourg according to the PayPal terms and conditions of use, which can be viewed at:

<https://www.pay-pal.com/de/webapps/mpp/ua/useragreement-full>.

- 8.10 During the term of the contract, the CUSTOMER is obligated to ensure that they have sufficient account funds to cover payments. If debt collection is not possible owing to culpable lack of sufficient account cover, the CUSTOMER shall bear the additional costs arising as a result, regardless of type, and the return debit fees. In this event the CUSTOMER is additionally obligated to pay an administration fee of €8.00, unless the CUSTOMER can prove that no damage has occurred at all, or only to a limited extent. The same applies if the CUSTOMER wrongfully revokes the debit payment.
- 8.11 To enable ESAGU to calculate the amount of use-related fees correctly, the CUSTOMER is obligated to cooperate by providing information. In particular, the CUSTOMER must provide full and correct information about the use-dependent payment for articles sold. The CUSTOMER honours this obligation to inform by enabling ESAGU, in a technically appropriate manner, to access the CUSTOMER's sales account of the relevant trading platform used via RePricing, in order to read the sales turnover administered by ESAGU for the CUSTOMER during the accounting period.
- 8.12 At regular intervals before creating the invoice, ESAGU shall check whether the CUSTOMER is honouring their obligation to permit access to the customer account of the relevant trading platform via the software. If the CUSTOMER does not enable ESAGU to access the accounts of the trading platform, and the CUSTOMER thereby divests ESAGU of the opportunity to correctly determine the number of articles sold by the invoicing date, then ESAGU is entitled to calculate the number of articles sold by using the average sales figures of the previous three months or, in the case of a contract only lasting three months, the turnover of the previous month. In addition to the calculated commission a fixed rate administrative fee of €25.00 is also due, in which case the CUSTOMER is entitled to prove that, during processing of this matter, a more modest damage has arisen than that reflected in the administrative fee.
- 8.13 If the CUSTOMER is in arrears of payment amounting to at least 2 monthly payments, then ESAGU, after unsuccessfully warning the CUSTOMER, is entitled to provisionally block their access to RePricing after issuing a threat by e-mail, until complete payment is made. ESAGU will inform the CUSTOMER of the date announced for the provisional block as part of the e-mail. This temporary blocking of services does not affect the CUSTOMER's payment obligations. The same applies if the CUSTOMER does not grant ESAGU the required access to the relevant trading platform account.

§ 9 Guarantee and liability

- 9.1 ESAGU's guarantee does not extend to such damages and/or errors as are caused by the

CUSTOMER culpably violating the conditions of this contract. The CUSTOMER shall make every effort to assist ESAGU in identifying and rectifying errors on request.

- 9.2 If any fault occurs with the services provided by ESAGU, ESAGU shall, according to its choice, either remedy this or carry out the faulty service again without fault (also known as subsequent performance).
- 9.3 ESAGU is unconditionally liable for compensation or reimbursement of futile expenditure in the event of gross negligence or injury to life, limb or health, according to the prescriptions of the Product Liability Law and to the extent of a guarantee undertaken by ESAGU in the case of claims arising from the absence of guaranteed properties in the event of fraudulent intent on the part of ESAGU.
- In the event of a debtor's delay on the part of ESAGU, the same applies to claims for interest on arrears, for the fixed rate for default pursuant to § 288 Section 5 of the German Civil Code (BGB), and for compensation for damages caused by default based on legal costs.
- 9.4 In cases of slightly negligent violation of an obligation that is essential for the fulfilment of the aims of the contract (cardinal obligation), the extent of ESAGU's liability is limited to the damage that is foreseeable and typical for the type of business in question.
- 9.5 Liability for loss of data is limited to the typical costs of recovery that would have been incurred if backup copies had been prepared regularly and in a risk-adequate manner, unless one of the conditions pursuant to articles 9.3 and 9.4 applies.
- 9.6 ESAGU is not liable either for the functional capacity of the telecommunications connection to their own server (telephone/ISDN/DSL etc.) in the event of power cuts or outages of servers that do lie within ESAGU's sphere of influence. Further, ESAGU is not liable for damages that occur as a result of force majeure or comparable events. 'Comparable events' refers in particular to strikes, official instructions, outages of telecommunications networks or gateways of other operators, and faults in the operations of other telecommunications or service providers.
- 9.7 The strict liability of ESAGU for compensation (§ 536 a of German Civil Code) for faults present at the time of concluding the contract is excluded. Articles 9.3 and 9.4 of these General Terms and Conditions are unaffected by this.
- 9.8 No further liability on the part of ESAGU exists.
- 9.9 The above limitations of liability also apply to the personal liability of staff, representatives and agencies of ESAGU.

§ 10 Data collection/Non-disclosure

10.1 Details of data collection by ESAGU can be found in the data protection information at <https://www.esagu.de/de/legal/privacy/>.

If the CUSTOMER collects, processes or uses personal data either in person or via RePricing, then they are responsible for ensuring that they are entitled to do this under the applicable conditions, and in the event of any infringement shall release ESAGU from third-party claims at first request.

§ 11 Term of contract/Termination/Deletion of user account

11.1 The term of the contract is based on the term of the user agreement concluded.

11.2 The contract is automatically extended by the minimum period initially agreed, unless the CUSTOMER or ESAGU previously terminates the contract in writing within a period of 30 days before the end of the contractual term.

11.3 The right to termination for important reasons remains unaffected. The following in particular (though not exclusively) count as 'important reasons':

- a. culpable violation of essential contractual duties, if no action is taken within an appropriate period despite warning;
- b. technical obstacles not foreseeable at the time the contract was concluded, which make it impossible to continue the services;
- c. culpable violation of the CUSTOMER's obligation to inform ESAGU of changes to trading platform accounts;
- d. culpable prevention of ESAGU's access to the CUSTOMER's trading platform by the latter party.

11.4 The right to termination pursuant to § 543 Section 2 No. 1 of the German Civil Code on grounds of failure to grant agreed contractual use is not permitted until the provider has been given sufficient opportunity to rectify the fault, and has failed.

11.5 Terminations require the written form (e.g. e-mail).

11.6 Unless ESAGU is legally obliged to keep or store data, or the parties have agreed on a different arrangement, the provider shall delete the contents and data entered by the CUSTOMER immediately following the termination of the contractual relationship.

§ 12 Right to amendment

12.1 ESAGU reserves the right to amend these General Terms and Conditions unilaterally if this seems objectively justified. Examples of 'objectively justified'

amendments are those made in the event of changes to the legal or statutory situation (e.g. when the jurisdiction of a clause is declared invalid) or when, as a result of unforeseeable changes that are not caused by ESAGU and over which ESAGU also has no influence, the equivalence relationship existing at the time the contract was concluded is disturbed to a not inconsiderable extent. It is a precondition of any amendment that this is just and reasonable for the CUSTOMER. The currently valid version of the General Terms and Conditions can be viewed and saved at <https://www.esagu.de/de/legal/terms-and-conditions/>.

12.2 Registered CUSTOMERS will be informed of changes to the General Terms and Conditions. They are regarded as approved unless the CUSTOMER has contested the validity of the amended General Terms and Conditions with ESAGU in writing or by e-mail within six weeks, and informed ESAGU of the legal consequences of not responding to such an objection.

§ 13 Miscellaneous

13.1 The CUSTOMER may only offset payment against claims that are uncontested or legally established.

13.2 The exercise of any right of retention by the CUSTOMER that is not based on a right arising from this contractual relationship is excluded.

13.3 The CUSTOMER shall only cede their rights arising from this contract to third parties with the prior approval of ESAGU; § 354 a of the German Civil Code is unaffected by this.

13.4 Contract texts are saved. The General Terms and Conditions can be viewed and saved at any time at <https://www.esagu.de/de/legal/terms-and-conditions/>

§ 14 Final provisions

14.1 German law applies to the entire contractual relationship between the PROVIDER and the CUSTOMER, subject to other individual agreements and to exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

14.2 The place of fulfilment for all claims against ESAGU is the headquarters of ESAGU.

14.3 The agreed place of jurisdiction is Cologne, if the contractual partners are business persons, legal persons under public law or special funds under public law. ESAGU is however entitled to assert claims against the CUSTOMER at their place of general jurisdiction. This does not apply if it is prevented by compulsory legal provisions pursuant to articles 24, 25 or 26 of the EU Regulation on Jurisdiction and the Recognition and Enforcement of Judgements, in the version of 12 December 2012.

14.4 If one of these conditions should become wholly or partially invalid or later lose its legal effectiveness,

the other conditions remain unaffected by this. The same applies if the contract contains a legal loophole.

Cologne

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