

General Terms and Conditions of Business (GTC)

These general terms and conditions govern the use of the UT-Trade website, the associated services and applications.

The general terms and conditions apply to

- (a) Contract between the platform operator and the seller,
- (b) the contract between the platform operator and the buyer.

The contractual partner of the respective user is the platform operator **Universal Transmissions GmbH**, Altenbekenerstr. 2a, 31008 Elze/Mehle, Germany.

We reserve the right to make changes to the GTC.

The GTC valid at the time of sale shall apply.

1) Service of the platform

The platform is used for anonymous trading, i.e. the purchase and sale of merchandise, between business partners registered with the platform operator from the bicycle and bicycle parts manufacturer sector.

The platform enables anonymous trading, which avoids the disclosure of price calculations and enables the short-term optimisation of stock and production capacities.

The platform operator always acts to ensure mutual anonymity between seller and buyer.

2) Access to the platform

Use of the platform requires registration as a user.

The platform operator shall provide the user with a login option (account) upon request or invitation for the purpose of accessing the platform.

After this invitation, the user then has access to this account independently within the framework of the terms of use. The access data set up by the user must be treated confidentially and protected against unauthorised access by third parties. Passing on the access data or the possibility of use is not permitted.

Users of the website are always merchants, both as sellers and buyers. The platform operator shall initially check this when granting access and reserves the right to carry out ongoing checks.

The utilisation option is only available to users based in the European Union.

3) Utilisation options on the platform

The goods offered must be listed with a minimum bid price of EUR 5,000.00 net.

The goods traded must ideally be palletised units.

A maximum of three auctions can be posted simultaneously per user. The total number of set auctions may not exceed fifteen pallets per user. The distribution of the maximum number of pallets that can be set is user-dependent and not auction-dependent. The limiting factors for using the platform are either the number of auctions and/or the maximum number of pallets.

Users can post items in the respective categories. The items must be correctly and clearly described in words and, if necessary, pictures. All essential characteristics and features necessary for a decision that form the value must be truthfully stated.

Only dealers and manufacturers with the appropriate authorisation (valid Bosch contract) may trade in goods from Robert Bosch GmbH. This must be proven to the platform operator.

i) Creating an offer

The options 'Auction', 'Immediate purchase' and 'Price proposal' can be set alternately for an offer.

If a seller places an item in the auction or by immediate purchase, they submit a binding offer to conclude a contract for this item. The seller determines a starting or fixed price and a period within which the offer can be accepted (offer period). If the seller sets a minimum price in the auction format, the offer is subject to the condition precedent that the minimum price is reached.

ii) Procedure for the offers

In the case of an 'immediate purchase', the buyer clicks on the 'Buy it now' button and then confirms that they wish to purchase at this price. The platform operator then makes an offer to the seller and the buyer with the specified conditions. This offer is accepted by the respective party. The further steps for the successful conclusion of the contract or purchase are initiated by the platform operator. The final conclusion of the purchase is deemed to have taken place as soon as the buyer transfers the purchase price to the platform operator.

Auctions' are a pricing mechanism. If the bidding user is the highest bidder at the end of the auction, the platform operator then makes an offer to the seller and the buyer with the previously defined conditions. This offer is accepted by the respective party. The buyer accepts the offer by transferring the purchase price to the platform operator.

The buyer also has the option of setting a maximum bid for an offer. Price increments are determined by the seller. If the buyer is outbid during the auction, the next higher price step set by the buyer shall be submitted as an offer, provided this is higher than the highest bid.

If the offer is terminated prematurely by the seller, a contract is concluded between the seller and the highest bidder, unless the seller was authorised to withdraw the offer and cancel the existing bids.

Authorisation may exist, for example, if the seller was mistaken about certain characteristics or the condition of the item when placing the offer or if the item is no longer available due to a temporary impossibility through no fault of the seller.

The buyer also has the option of proposing a price below the minimum price set by the seller. This is a binding offer for the buyer, which the seller can accept by confirmation after the end of the 'auction' or the limited 'immediate purchase'. The minimum price of EUR 5,000.00 net may not be undercut by the price proposal. The platform operator shall then make an offer to

the seller and the buyer with the specified conditions. This offer is accepted by the respective party. By the buyer by transferring the purchase price to the platform operator.

iii) Search

Potential buyers have the option of creating non-binding search offers. Potential sellers can then submit offers. These offers are legally binding. A contract is concluded if the creator of the search confirms the sales offer.

The platform operator then makes an offer to the seller and the buyer with the specified conditions. This offer is accepted by the respective party. By the buyer by transferring the purchase price to the platform operator.

4) Processing of the goods

The seller then delivers the goods to the platform operator at the platform operator's request. For basic processing, a down payment of at least 25% of the agreed purchase price is required from the buyer to the platform operator.

The platform operator checks the incoming goods.

The buyer can inspect and check the goods at the platform operator's premises within a time window of 10 working days after notification by the operator.

The platform operator shall make the goods available for dispatch or collection once payment has been received in full.

5) Processing of payments

Once the purchase price has been determined and the offer has been accepted by the platform operator, the purchase price is due for payment immediately.

The platform operator charges the seller fees and sales commission for the processing of goods

and the use of the platform.

The platform operator offsets its fees and fixed costs against the purchase price paid and pays the resulting balance to the seller.

The fees and costs are applied as follows:

fixed sales price between EUR 5,000 and EUR 49,999

- Fixed costs EUR 250.00 net
- Fees 15% of the net sales price

established sales price between EUR 49,999 and EUR 249,999

- Fixed costs EUR 500.00 net
- Fees 12% of the net sales price

Fixed sales price from 249,999 EUR

- Fixed costs EUR 500.00 net
- Fees 10% of the net sales price

The seller receives a calculation of the fees and fixed costs as well as the remaining amount when the sale is made.

6) Cancellation / end of use

Users can cancel their use of the platform at any time, provided that no current sales have been created.

If the buyer and seller cannot finally agree on a purchase, the platform operator shall immediately refund the amount paid to the buyer. Handling and logistics fees are borne by the seller.

After completion and settlement of all sales, the user's data will be deleted from the account.

7) Exclusion of liability for goods

Liability for defects and damage to the goods is excluded unless the seller has assumed a guarantee for the quality of the goods or a defect has been fraudulently concealed.

The exclusion of liability does not apply to claims for damages of any kind if the seller, its legal representatives or vicarious agents have breached their obligations through gross negligence or wilful intent, or to claims for damages in the event of injury to life, limb or health or in the event of a breach of material contractual obligations if the obligations have been breached through negligence; in these cases, liability is limited to foreseeable damage typical of the contract.

Claims for defects and claims for damages that are directly related to a defect shall expire within one year of delivery.

8) Limitation of liability for platform operation

The platform operator shall be liable in accordance with the statutory provisions for intent and gross negligence on the part of its legal representatives, executives or other vicarious agents. The same applies to the assumption of guarantees or other strict liability as well as to claims under the Product Liability Act or in the event of culpable injury to life, limb or health. The Platform Operator shall be liable on the merits for simple negligent breaches of material contractual obligations caused by the Platform Operator, its representatives, executives and ordinary vicarious agents, i.e. such obligations on the fulfilment of which the user regularly relies and may rely for the proper performance of the contract, but in this case limited to the amount of typically foreseeable damage.

Any further liability is excluded.

Insofar as liability is excluded or limited, this shall also apply in favour of the personal liability of its legal representatives, executive employees and simple vicarious agents.

9) Application of German law / place of jurisdiction

These GTC and the contractual relationship between the parties and the users as well as buyers and sellers shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

If the seller is 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 - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of the platform operator in Mühlhausen/Thür. The same applies if the seller is an entrepreneur within the meaning of § 14 BGB. In all cases, however, the platform operator shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTC or an overriding individual agreement or at the general place of jurisdiction of the seller. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

10) Final provisions

The collection and processing of data is carried out in compliance with legal requirements.

Should any provision of this contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of this contract. In place of the invalid or unenforceable provision, a provision shall be deemed to have been agreed which, as far as legally permissible, comes closest in economic terms to the original meaning and purpose of the invalid or unenforceable provision in terms of place, time, extent and scope. This applies accordingly in the event of unintended loopholes in this contract. This severability clause is not a mere reversal of the burden of proof, but conditions § 139 BGB as a whole.

(Status from 06.06.2024)