

## **General Terms and Conditions *polymore***

### **Preamble**

*polymore* is an online marketplace platform (hereinafter referred to as “the *polymore* Platform” or “Platform”) for third party sellers and buyers of goods (conclusively referred to as “Users” or “User”) to initiate requests for offers or bids (“the Request”), negotiate and complete the transaction and conclude a contract over the Site. *polymore* Platform is provided by *KraussMaffei Technologies GmbH*, *Krauss-Maffei-Straße 2, 80997 Munich, Germany*, (hereinafter referred to as “*polymore*”, “we” or “us”). *polymore* can provide other services linked to the actual sale and purchase of goods.

### **1. Scope**

- 1.1 These terms and conditions ('Terms and Conditions') govern the rights and obligations of all Users of the the *polymore* Platform, all its sub-pages, contents, functions and services independent of the devices and hardware and software platforms used.
- 1.2 The rights and obligations agreed in these general terms and conditions also apply accordingly to the free or test use of the Platform, provided that they are objectively applicable (e.g. not with regard to payment obligations) and no deviating agreements have been made in the general terms and conditions.
- 1.3 Terms and conditions in relation to the Platform which deviate from these Terms and Conditions and/or which are contradictory in any other way are expressly rejected by *polymore*.
- 1.4 If Users are entitled to add attachments to their offers (e.g. PDF-files with offer or product descriptions, price lists, etc.), these attachments shall take precedence over the information provided online on the platform, in particular in the offer description. If Users are authorized to use their own general terms and conditions on the Platform within the scope of business transactions, the general terms and conditions of Users shall apply unless they contradict the provisions of *polymore*'s general terms and conditions.
- 1.5 *polymore* provides the Platform solely for entrepreneurs according to Sec. 14 German Civil Code (Bürgerliches Gesetzbuch). An entrepreneur means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession. The use of the services of *polymore* by private customers is prohibited. By utilising *polymore*'s services, the Users declare that they are business customers and not private customers. *polymore* reserves the right to verify that a User is not a private customer (e.g. by checking address details, their business registration or their VAT identification number).
- 1.6 If either party requests *polymore* to perform additional services in connection with the *polymore* Platform and the agreements concluded between Users via the *polymore* Platform, *polymore* will

conclude a separate agreement with the respective party about the provision of such additional services.

- 1.7 In addition to these Terms and Conditions, *polymore* may agree further terms and conditions with Users. In this case, the provisions of the specially agreed terms and conditions shall take precedence.
- 1.8 All terms used in these general terms and conditions (e.g. "User") are to be understood as gender-neutral.

## **2. Changes in the Scope of Service from *polymore***

- 2.1 One of the key aspects of *polymore*'s offered services is their continuous development. This development implies eventual adaptions to the technical and legal progress and the consideration of the Users' expectations in the use of the *polymore* Platform.
- 2.2 In connection with the continuous development, *polymore* is allowed to change the Platform as well as its functions without creating a lack or defect, as long as this change is reasonable and doesn't threaten the purpose of the agreement with the User. This is in particular the case:
  - If the changes benefit the User;
  - If the change is for adapting the services with the applicable law in order to create an accordance, in particular if the legal situation has changed;
  - If the change is necessary for *polymore* in order to fulfil judicial or administrative decisions;
  - If the change is necessary in order to close existing security gaps;
  - If the change is purely technical or of processual structure without significant impact on the User;

Changes without significant impact on the functions do not count to changes in this sense. This is valid in particular for visual changes and simple changes in the order of the functions.

- 2.3 *polymore* informs that the access to the freely available functions is not guaranteed. Any kind of restrictions may only be done if reasonable.

## **3. Registration for the *polymore* Platform and conclusion of Agreement**

- 3.1 Only visitors to the Site who register and/or agree to comply with and be bound to these Terms and Conditions may participate in buying or selling Goods on the Site.
- 3.2 To register, a visitor must provide the information we request during the registration process. This may include, but not be limited to, the username, company name and registration number, registered address, trading address, email address, phone number and VAT number. The User provides us with true, accurate and complete information when registering and must maintain and

promptly update or change that information from time to time as required. Users may only create one user account at a time.

- 3.3 The User authorizes *polymore* to use any information provided to *polymore* when registering to verify the information given (including any updated information and credit check where applicable). *polymore* reserves the right to obtain appropriate evidence for the registration of the User to the fact that the buyer or seller is a commercial trader and has an actual intent to trade.
- 3.4 We reserve the right to reject any registration and to refuse use of the Site and/or the Services (in whole or in part) to anyone at any time and for any reason.
- 3.5 In particular, the registration and use of *polymore* by traders is prohibited. Traders are persons or companies, who mediate requests from plastics processors to material manufacturers and would therefore be a competitor of *polymore*.
- 3.6 If a User provides untrue, inaccurate or incomplete information when registering or does not promptly change or update the information as required, we reserve the right to terminate the *polymore* account with immediate effect. We would also like to point out that *polymore* does not assume any responsibility for disadvantages caused by incorrect information provided by Users or lack of their update.
- 3.7 After sending the registration form, *polymore* sends an e-mail to confirm receipt of the User's information. By confirming the link or calling the given web address, the User confirms his registration. However, some functions are only accessible when completing the registration process and the activation of the User's account by *polymore*.
- 3.8 In the case of a free trial period, free or test contracts are automatically transferred to a contract for paid use of the Platform after the end of the free trial period, unless the free trial is intended as trial without automatic renewal.

#### 4. **Role of *polymore***

- 4.1 *polymore* provides an online marketplace for third party Sellers and Buyers of goods. Sellers and Buyers can negotiate and conclude the terms of their transaction on the *polymore* Platform. *polymore* is not involved in the actual sale and purchase of goods which is taking place using the Site (transaction contract).
- 4.2 In addition to the Sellers registered on the Platform, *polymore* may search for sellers outside the Platform and is entitled to obtain offers in the name of the Buyers and to provide their details in this regard. Subject to express agreements, *polymore* is not obliged to submit a certain number of requests, to maintain a certain frequency in the provision of the requests, to restrict the provision of requests exclusively to certain Users of the platform, or to guarantee a certain quality as well as economic suitability and to account for the provision of the service or to justify individual measures.

- 4.3 *polymore* is not liable for the execution of this contract and the performances of Buyer and Seller. Any transaction contract which is formed in relation to the sale of Goods through the Site is solely between the Seller and the Buyer, and *polymore* shall not be responsible or liable for any breach of any contract which may be formed between the Seller and the Buyer as a result of the use of the Site or the Services, as well as *polymore* is not responsible for the transport, use, properties, condition or suitability of the goods.
- 4.4 For example, *polymore* shall not be liable to the Buyer if a Seller fails to deliver any Goods or if such Goods are defective or not as described. Likewise, *polymore* shall not be liable to the Seller for any failure by a Buyer to pay for any Goods, deliver or receive delivery of (or collect) any Goods. Users are responsible for archiving or securing business transactions with their respective contract partners. *polymore* is contractually obliged for the data storage required to provide the portal and use its functions. *polymore* is in particular not responsible for fulfilling the archiving obligations under commercial law or tax law for the Users or for safeguarding them in civil proceedings. Furthermore, *polymore* is not obliged to check the contractual relationships of the respective Users or the truth of their statements without a specific and contractually or legally obligatory reason and in this case only within a reasonable period of time.
- 4.5 As *polymore* is neither the buyer nor the seller of the Goods, if a dispute arises in relation to any transaction between the Buyer and the Seller, the Buyer and Seller agree that *polymore* shall not be liable for any claims and liabilities (whether direct, indirect or consequential) arising out of or in connection with such disputes. Furthermore, *polymore* shall not be required to mediate between the Buyer and the Seller or enforce or perform the fulfilment of any contract whatsoever (see also section 12).
- 4.6 *polymore* may provide services associated with the products (e.g., logistics). Those services will be subject to a separate agreement.
- 4.7 *polymore* is not obliged to check the content and information published or disseminated by the Users, in particular not legally. *polymore* reserves the right, however, not to publish content or to remove such content and information if there are concrete indications that they violate legal requirements, official prohibitions, the rights of third parties or morality. Any payment obligations of the User remain unaffected by this. In cases in which an infringement is material, *polymore* is entitled, depending on the degree of misconduct, to terminate the further cooperation with the User and to block his access to the portal as well as to prohibit a renewed registration.
- 4.8 *polymore* may promote Users or their services as well as their profiles or involve them in marketing activities (e.g. at marketing events). *polymore* shall be entitled to promote or involve Users at its own discretion, and Users shall have the right to object. The objection is only valid for future marketing measures and is made in consideration of the interests of both parties (e.g. if a marketing activity was preceded by an investment by *polymore* and no disadvantages are to be expected by the User).

## **5. User obligations**

- 5.1 The placement of offers, texts, pictures or other content in the *polymore* Platform that violates legal provisions or public morality, these terms and conditions and/or third-party rights is prohibited. Prohibited and Restricted Goods are especially, but not limited to, such that – violate copyright, trademark, competition regulations or legal regulations to protect minors, or – contain false or misleading information.
- 5.2 The portal may only be used via the user interfaces or interfaces provided by *polymore* to an extent that is customary and reasonable for Users, customary in the industry or within the framework of interface parameters provided by *polymore*. Any use beyond this, for example reading out or scraping data by crawlers, especially for commercial purposes is prohibited. *polymore* points out that the data records contained in the portal are protected by copyright.
- 5.3 The User is obliged to keep his Access Password strictly confidential and to regularly renew the Access Password for safety reasons. In the event that, through the negligence of the User, third parties misuse the Access Password to gain access to the account, the User shall assume the responsibility for said actions as if he had performed these actions himself. In the event that the User determines or suspects that his Access Password is misused by third parties, the User is obliged to immediately change his Access Password or, in case this is not possible, to immediately inform *polymore*.
- 5.4 The User is in such case entitled to demonstrate that he sufficiently secured the Access Password and did not carry out the action himself.
- 5.5 The person registering for the User guarantees to be authorized to represent the User in registering. The person buying or selling goods on the *polymore* Platform guarantees to be authorized to act on the User's behalf and to validly conclude agreements on behalf of the User.
- 5.6 When selling through the *polymore* Site the Seller must
- be the legal owner of the Goods and be authorized to sell such Goods,
  - be able to transfer legal title to such Goods free from any encumbrances, claims or liens,
  - ensure that the Offer on the Site offering the Goods is complete, accurate and not misleading,
  - ensure that the Goods comply with any applicable laws, are safe, and packaged appropriately,
  - fully perform any contract entered into with a Buyer, and
  - not arrange a sale for the respective goods in relation to a specific Request outside of the *polymore* Platform.
- 5.7 When buying through the *polymore* Platform the Buyer must
- be authorized to buy such Goods on behalf of the company,

- comply with any applicable laws,
- fully perform any contract entered into with a Seller,
- ensure that the Request on the Site with the intention to buy the Goods is complete, accurate and not misleading, and
- not arrange a purchase for the respective Goods in relation to a specific Request outside of the *polymore* Platform.

## **6. Buying or selling Goods on the *polymore* Platform**

- 6.1 Buyers and Sellers can create a request or consult existing offers on the Platform. A request or offer contains relevant contractual data such as, but not limited to, price, material and shipping details and further documents the Buyer or Seller wants to upload.
- 6.2 A Seller or Buyer can respond to a request initiated by a Buyer or Seller on the *polymore* Platform by placing a binding or non-binding offer against the request and negotiating the terms of the transaction contract until they are satisfactory for the Buyer and Seller.
- 6.3 Requests will be directed to the appropriate material manufacturers in accordance with our expertise and discretion, although we and our experts are under no obligation to provide information or justification for our selection procedures.
- 6.4 All prices on the *polymore* Platform are excluding VAT and it is the Seller's responsibility to determine, whether VAT or any other duties are likely to apply to the sale of Goods to the Buyer.

## **7. Acceptance and confirmation**

- 7.1 The Seller submits a binding offer by defining the prices and sending the offer with the "Submit" button. The Seller will also generally be asked to specify a minimum and a maximum purchase quantity. The Seller may also provide descriptions of his offer and general terms and conditions or attach them to the offer.
- 7.2 The buyer can accept the Seller's offer by clicking on the "Make a binding order" button, concluding a binding contract between the Buyer and the Seller. To do so, the Buyer must state the desired purchase quantity, which must correspond to the specified purchase quantities range or, if these are not specified, must otherwise be within the quantities range customary in the industry. If specified by the Seller, the Buyer accepts the terms of the offer and the Seller's terms and conditions.
- 7.3 Transaction fees are to be paid if they have been agreed between *polymore* and the Users. In this case, the transaction fees must be paid to polymore in accordance with the agreement for each transaction.
- 7.4 The transaction fee has to be paid within thirty (30) days after receiving the invoice.

## **8. Prohibition against circumvention or evasion**

- 8.1 During the term of the contractual relationship with *polymore* and for a further eighteen (18) months after its termination, the Buyer and the Seller undertake not to enter into any contracts with the respective contractual partner, either directly or indirectly via another network or service provider or directly circumventing *polymore*, for the goods and services marketed via *polymore* Platform in which *polymore*'s claim to remuneration is circumvented (for example, if a Buyer has received an offer from a Seller on the *polymore* Platform, but the deal is then settled outside the Platform).
- 8.2 Further, Users are not entitled to pass on requests they receive via the *polymore* Platform to third parties within and outside the *polymore* Platform.
- 8.3 Should a User culpably violate the above obligation, *polymore* may terminate the contract with immediate effect and demand payment of a contractual penalty from the User. The contractual penalty shall be 5% of the agreed annual subscription price for each prohibited commercial transaction (up to a maximum penalty of 100%) or if the circumvention concerns an agreement with a transaction fee, a penalty of 5% of the agreed annual subscription price up to a maximum of 100% plus the amount of the omitted transaction fee, plus reasonable additional costs incurred by *polymore* in connection with the circumvention (costs of proof, legal advice, personnel expenses, etc.).
- 8.4 The aforementioned prohibition does not affect business relationships or contracts that were in existence before the use of *polymore* Platform. The Users are responsible for proving that the contract with the other User would have been concluded even without the cooperation of *polymore* and/or that the contract would not have been concluded with the cooperation of *polymore*. Further, the prohibition does not apply if the aforementioned restrictions would be unfair to the Buyer or Seller, taking into account the entrepreneurial freedom of contract and its legally mandatory restriction, for which the User bears the burden of proof.
- 8.5 Please also be aware that the use of *polymore* by traders is prohibited (clause 3.5 of these Terms and Conditions).

## **9. Fees, use of the paid version, billing, payment terms**

- 9.1 Unless expressly stated otherwise, all prices or other values quoted by *polymore* or Users are in Euro.
- 9.2 *polymore* is entitled to a reasonable increase in the agreed fees. Such an increase shall take effect at the beginning of the next contract period (i.e. after its extension). Polymore will inform the User about the increase of the fees at least six (6) weeks before the effective date of the increase. The User may lodge an objection to the increase of the fees within four (4) weeks. If no objection is

lodged with *polymore* by the User or if the User explicitly accepts the increase of the fees, the fee increase shall take effect. The remaining, general right of termination of the Users is not affected.

- 9.3 As with the method of payment, both the payment period as well as the fees of the subscription and / or service are according to the prices communicated to the User prior to the conclusion of the payed service agreement (price table).
- 9.4 All fees declared, unless specifically indicated otherwise, are exclusive of VAT and other taxes and duties which must be paid on the basis of statutory provisions (e.g. withholding taxes). If, according to relevant legal regulations, a right of choice exists with regard to the registration and payment of the respective taxes and duties, these obligations shall be the responsibility of the User. Should *polymore* be subject to any additional taxes or duties, the User shall indemnify *polymore* against such taxes or duties or refund them to *polymore* if such indemnification is not possible.
- 9.5 Fees are to be paid in advance to cover the respective billing period. Unless indicated otherwise, invoices are due within two weeks of the invoice date.
- 9.6 *polymore* reserves the right to transmit invoices and payment reminders through electronic means (e.g. emails or downloads).
- 9.7 The User can settle invoices using the payment methods offered by *polymore*.
- 9.8 If the User defaults on payments, *polymore* reserves the right to refuse fulfillment of due services and to restrict the User's access to their user account until all bills have been settled. In such cases, *polymore* will notify the User seven working days in advance to provide enough time to cure the default. Other legal and contractual rights of *polymore* remain unaffected. Such restriction of a User account may not take place if it would be inappropriate or unreasonable in the given circumstances (the circumstances leading to the unreasonableness must be known to *polymore*, which presupposes information by the Users; restriction of the service due to an outstanding payment of one month is generally regarded as proportionate.). *polymore*'s financial claims remain unaffected by a User account restriction. Upon settlement of due payments, the User account and its functions will be re-enabled. *polymore* reserves the right to restrict a User's access also as a milder remedy, provided that *polymore* has the right to immediately terminate the contract based on these Terms and Conditions.
- 9.9 Expenses incurred by chargeback of a transaction (e.g. due to lack of coverage), due to incorrectly transmitted User data and/or reminders of due claims will be charged to the User's account. *polymore* will only make claims for directly incurred or statutory granted costs (e.g. material costs and fees paid for third party services, such as postage or chargebacks).
- 9.10 Offsetting is only possible with claims that have already been recognized by the respective other contracting party or established by court order. A right of retention can only be asserted for claims arising from the respective contract.

## **10. Technical Protection**

- 10.1 *polymore* makes use of technical protective measures to protect its systems from malware and unauthorized third-party content (such as viruses, Trojan horses, spam and other malware). This includes the use of filter systems wherever they are especially useful for the protection of telecommunication and data processing systems. While *polymore* shall use reasonable endeavors to ensure that the Site will be secure or free from bugs or viruses, *polymore* cannot guarantee it.
- 10.2 Users are responsible for configuring their information technology, computer programs and Platform in order to access the Site. They should use their own virus protection software.
- 10.3 A User must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. They must not attempt to gain unauthorized access to the Site, the server on which it is stored or any server, computer or database connected to the Site. They must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. *polymore* will report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing the identity of the offender to them. In the event of such a breach, the right to use the Site will cease immediately.

## **11. Intellectual Property Rights**

- 11.1 The Site, the Services, and all intellectual property rights in the Site and the Services (including, but not limited to, any text, image, video, audio or other multimedia content, software or other information or material) are owned by *polymore*, our licensors or both (as applicable). *polymore* and its licensors reserve all rights in any intellectual property in connection with these terms and conditions.
- 11.2 Nothing in these terms and conditions grants the User any legal right to the Site or the Services if not necessary to enable the User to access the Site and make use of the Services whilst the User is a registered User of the Site. The User agrees not to adjust, to try to circumvent or delete any notices contained on the Site or relating to the Services (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site or relating to the Services. Any rights granted to the User under these terms and conditions shall be limited, non-transferable, and limited in time to the duration of this agreement. The User shall not, without limitation, modify, distribute, copy, republish or make any derivative of the Site or the Services.
- 11.3 Users may only use the advertising material, logos, graphics, etc. provided by *polymore* or references to the use of *polymore* ("Promotional Materials") for the duration of their registration with *polymore* to the extent permitted and must otherwise remove them without any delay. We would like to point out that some promotional materials are only available to paying Users (e.g. the "Partner Badge").
- 11.4 The User allows *polymore* to use the User's intellectual property rights to operate and promote the Site and/or provide the Services.

## **12. Data Protection**

- 12.1 We use personal information in accordance with the terms and conditions set out in our Privacy Policy ([Link](#)) and as further described in these Terms and Conditions.
- 12.2 The User agrees not to use any information obtained through the Site (including personal information relating to a Seller or a Buyer), except to enter into and complete transactions through the Site. The User agrees not to use any such information for the purposes of, amongst other things, solicitation, advertising, spamming, or any unreasonable or unauthorized activities.
- 12.3 By using the Site and the Services, the User consents to the collection and use of personal information by *polymore* in accordance with our Privacy Policy ([Link](#)).

## **13. Use of information, consent to the use of metadata**

- 13.1 We use User data and data relating to transactions between Users in order to optimize the services offered in respect of operating efficiency and user friendliness.
- 13.2 In addition to the Platform services, *polymore* supports strategic partners as well as the industry with industry-relevant "metadata", which should serve in particular as a basis for sales control and investment decisions.
- 13.3 Metadata: Metadata includes information on the type of business (e.g. manufacturer/buyer), location and region of the company, number of employees, types of products and services offered, or technology assignment, industry assignment and material assignment, information on order statistics (e.g. diversified according to industry, technology and material assignment as well as workpiece size). Metadata can also be generated from the use of *polymore*, from which e.g. the interests of the Users for the aforementioned metadata result.
- 13.4 Guarantees: *polymore* generates the metadata on the basis of publicly available data and adheres to the legal regulations and User's interests in protection of privacy and trade or company secrets. The metadata are based on, for instance, information provided by Users about their businesses as well as information provided within the context of jobs. *polymore* treats the particulars of contracts such as the contractual content of contracts (e.g. contractual partners or order volumes) as confidential and does not disclose them to third parties. Likewise, *polymore* adheres to the data protection regulations when forming and using the metadata and, in this regard, also refers to its own privacy policy. The private information and contact details of the User (personal data) are not elements of the metadata unless they are also public information about the company (e.g. if the User is the managing director and makes his/her phone number or e-mail address public). Metadata based on User behavior (e.g. how often Users show interest in certain companies or services) are anonymized, i.e. aggregated values are formed from which no conclusions can be drawn as to individual Users.

13.5 Declaration of consent: The User consents to the use of the information the User provides on the *polymore* Platform to generate and use metadata for the aforementioned purposes – i.e. for the purposes of sales management, investment-related decision-making and other market research by *polymore* – and to the disclosure of the information to contractual partners of *polymore*. Furthermore, the consent is granted on a non-exclusive basis; a license to use the data is granted, not ownership, i.e. the right of the User to use his/her information is not restricted. This does not affect the statutory rights of the User to revoke his/her consent. The respective metadata is made anonymous, i.e. the processing for the aforementioned purposes takes place without identifying personal information. The User declares that the information on which the metadata is based does not constitute a business or trade secret in the case of the prescribed use for the compilation of anonymous statistics and analyses and that he is entitled both to publish the information and to permit its use for the compilation of metadata.

#### **14. Liability**

- 14.1 *polymore* shall only be fully liable for intent and gross negligence as well as damages caused by injury to life, body or health.
- 14.2 In an event of slight negligence, *polymore* shall be liable only for breaches of a material contractual obligation (cardinal duty). A „cardinal duty“ in the sense of this provision is an obligation whose fulfilment makes the processing of this agreement possible in the first place and on the fulfilment of which the User may therefore generally rely.
- 14.3 With regard to sect. 14.2, *polymore* shall not be liable for any lack of commercial success, lost profits or indirect damages.
- 14.4 Liability in accordance with sect. 14.2 shall be limited to the typical, foreseeable damages. The typical damage is generally limited to the remuneration agreed between *polymore* and the User for the damage-relevant contract and otherwise to the amount of the contractual remuneration for the period in which the breach of duty took place. The typical damage does not exceed five times the agreed remuneration. The typical damage in this case is limited to 1,000.00 Euros. This does not apply if the limitation in the individual case would be inappropriate with regard to aspects of legally compelling equity and business fairness.

#### **15. Accuracy of information**

- 15.1 While *polymore* tries to make sure that the Site is accurate, up-to-date and free from bugs, *polymore* cannot guarantee that it will be. Any reliance that a User may place on the information on the Site is at their own risk.
- 15.2 Content on the Site is provided for general information purposes. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purpose. The descriptions of *polymore* services on websites, in brochures and in comparable advertising

materials do not constitute any kind of assurance or warranty regarding their nature, or any other kind of guarantee.

## **16. Availability of the *polymore* Platform**

- 16.1 While *polymore* tries to make sure that the Site is available for use, *polymore* does not guarantee that the Site is available at all times nor does *polymore* guarantee the uninterrupted use of the Site. *polymore* may suspend or terminate operation of the Site at any time as required.
- 16.2 *polymore* makes every effort to avoid use of the Platform being limited or obstructed, and it being switched off, interrupted or disrupted in any other way ('Disruptions') insofar as this is technically possible and can be technically controlled by *polymore*. Based on the current state of communication technology, however, it is not possible for *polymore* to completely eliminate or prevent Disruptions. This applies to all content and means of transmission outside of the sphere of influence of *polymore* and, in particular, to incidences of force majeure. In the event of disruptions for which *polymore* is liable and responsible, *polymore*'s liability is based on section 14 of these Terms and Conditions.
- 16.3 The Platform's maintenance and further development can result in temporary Disruptions. *polymore* shall ensure that the duration and scope of any such Disruptions are restricted to a level which is reasonable for the User.

## **17. Guarantee**

- 17.1 Insofar as is feasible in the ordinary course of business, Users must check the services of *polymore* without undue delay and must notify *polymore* of any defects without undue delay. Notification must be given of defects without undue delay giving an understandable account of the error symptoms, if possible with evidence in the form of records in writing, screenshots or other documents illustrating the defects in writing (emails shall suffice).
- 17.2 If we verify material manufacturers or other providers and Users on *polymore*, check their quality or otherwise emphasize or recommend them (short "Recommendations"), we act in the best interests of our Users to the best of our knowledge and belief. Please note, however, that the Recommendations, unless expressly guaranteed or warranted, are only non-binding recommendations for which we assume no liability.
- 17.3 If we offer the manual input of your data in our system, this represents a free additional service, which we perform with the necessary care, but cannot guarantee the accuracy. We therefore ask you to check that the information has been entered correctly.
- 17.4 Claims for damages are subject to the qualifications stipulated in Section 14 of these Terms and Conditions.

- 17.5 Defect claims shall not be valid in the case of a negligible deviation from the agreed or presupposed quality or in the event of only a negligible impairment of the usability of the *polymore* services in accordance with the purpose of the Agreement. In particular, *polymore* explicitly accepts no liability for:
- incorrect information from the User with regard to the User's Details provided during registration or other data uploaded to the Platform by the User or supplied by the User in any other way;
  - uninterrupted availability of the Platform or possible system- or network-related outages, interruptions or malfunctions of the installations or services of the Platform insofar as these are outside of the sphere of influence of *polymore*; in particular not for errors due to force majeure or the failure of communication networks and gateways;
  - minor Platform malfunctions;
  - unauthorised third-party acquisition or use of the User's personal data (for example due to unauthorised access as a result of database hacking), provided that *polymore* is not to be held at fault and that there is no legally or contractually mandatory liability;
  - assurances of any kind which the User makes to other Users;
  - the correctness or completeness of the User's Details or other data uploaded to the Platform by the User or supplied by the User in any other way;

- 17.6 The limitation period for the assertion of defects is three (3) months, whereby the limitation does not apply in the case of intent. The User's statutory inspection obligation and duty to give notice of defects remain unaffected (in which case the notification period shall in general be seven (7) days). Furthermore, any errors or defects that are known to the User or noticeable by the User must be reported within seven (7) days in order to be considered a defect.

## **18. Sanctions and indemnification**

- 18.1 Since the integrity and functionality of *polymore*'s services is of essential importance, sanctions will be imposed on Users if and to the extent that there are concrete indications that Users violate statutory provisions, the rights of third parties, morality and/or these General Terms and Conditions.
- 18.2 When choosing the sanction to be imposed, *polymore* will take into account the factual circumstances and legitimate interests of the User concerned in the decision and will also take into account, among other things, whether there is only a fault through no fault of its own or whether the infringement was culpably committed. The following graduated sanctions are available to *polymore*:
- Warning of a User;
  - Restriction of the use of the portal;

- Temporary access restriction;
  - Final termination of a user account / prohibition of a new registration.
- 18.3 Users shall indemnify *polymore* against all claims asserted by third parties against *polymore* due to a violation of their rights.
- 18.4 In this respect, Users shall also bear the costs of any necessary legal defence, including attorneys' fees and court costs at the statutory rate. A release by the Users does not take place, if these do not have to represent the law breaking.

## **19. Termination**

- 19.1 Contracts are automatically extended by the same amount as the expiring contract term if they have not been terminated within the notice period. If no contract period is specified, the contract period is twelve (12) months. If no notice period is specified, the notice period is one (1) month.
- 19.2 In the case of a free trial period, free trial memberships can be terminated on both sides with immediate effect. The free services can be restricted or terminated by any party at any time. If no agreement is made on the duration of the free trial period, its duration is 1 month. If the free trial period is not cancelled, the contract automatically becomes a paid membership under the conditions notified to the User within the context of the free membership.
- 19.3 Notice of termination must be given by e-mail ([termination@polymore.com](mailto:termination@polymore.com)) or, if available, by functions designated by *polymore*.
- 19.4 The upgrade is possible at any time within individual tariffs as well as a downgrade. A downgrade has no effect on the fees agreed for the term of the contract until the next possible termination date.
- 19.5 The right to extraordinary termination for cause for both parties remains unaffected. *polymore* is in particular entitled to termination with immediate effect if the User is repeatedly or - despite reminder – continually and severely in breach of obligations under this agreement or uses the *polymore* Platform for the sole purpose of gaining market information and insights on other User's trading practice.

## **20. Confidentiality**

- 20.1 *polymore* will use any company, product and/or price information provided by the Buyer or Seller solely for the purpose of providing and improving Services and transmitting information required for the conclusion and execution of the agreements concluded between Buyer and Seller via the *polymore* Platform or to execute the separate agreed on service agreements.
- 20.2 *polymore* will not use or share such information with any third party for other purposes than providing the Service in any format or form that would enable allocation of such information to the relevant Buyer or Seller.

20.3 Non-public information obtained by Users using the Platform (e.g. offers or price information obtained from other Users or from *polymore*) may not be published or disclosed without the permission of the information owner or a legal permission.

## **21. Amendments to and changes of the Terms and Conditions**

21.1 *polymore* is entitled to amend these Terms and Conditions with effect for the future at any time while observing the following process. *polymore* shall notify the User of amendments at the latest 3 (three) weeks prior to the planned effectiveness date. The User may lodge an objection to the amendments within 3 (three) weeks of receipt of said notification.

21.2 If no objection is lodged with *polymore* by the User or if the User explicitly accepts the amendments, the amendments shall come into force on the stipulated effectiveness date. Should the User lodge an objection in good time, *polymore* may choose to continue the Agreement with the Terms and Conditions as they stand or, upon receiving an objection, may terminate the Agreement while observing a period of notice of 1 (one) month effective from the end of the month of termination. When notifying the User of the proposed amendments, *polymore* must also make the User aware of their right to lodge an objection, of the period of notice to be observed, of the consequences of an objection and of the consequences of allowing the period of notice for objections to pass.

21.3 *polymore* is in particular entitled to change the Terms and Conditions in the following cases:

- If the amendment serves to bring the Terms and Conditions into conformity with the applicable law, in particular if the applicable legal situation changes;
- If the change *polymore* serves to comply with mandatory judicial or official decisions;
- If new services on the part of the Platform or service elements as well as technical or organisational processes require a description in the Terms and Conditions;
- If the change is merely beneficial to the Users.

## **22. Miscellaneous**

22.1 Governing Law and Jurisdiction: These terms and conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany with exclusion of UNCITRAL commercial law. The court located at *polymore*'s registered office is responsible for resolving any legal dispute arising from these terms and conditions or the validity of these terms and conditions provided that the parties to the agreement be merchants, legal persons under public law, or special assets (Sondervermögen) under public law.

22.2 Assignment of rights: The User may only transfer claims against *polymore* relating to this Agreement to third parties subject to *polymore*'s approval in writing. *polymore* is entitled to transfer rights and obligations arising from the contract with the User in whole or in part to third

parties in compliance with the agreed and statutory User protection obligations, confidentiality obligations and data protection requirements.

- 22.3 Severability: In the event that any clause of these terms and conditions shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 22.4 Waiver: To the extent *polymore* fails to or decides not to exercise any right of claim against the User to which *polymore* is entitled, this will not constitute a waiver of that right unless otherwise indicated to the User in writing.

Last updated: October 2019