

# GENERAL TERMS AND CONDITIONS

## of w-support.com GmbH for performance of repair services

### § 1 Scope, definitions

- (1) These general terms and conditions (hereinafter referred to as GTC) apply to any contracts with w-support.com GmbH (hereinafter "w-support.com") for the performance of the repair services described below. The Customer accepts these terms and conditions upon entering into the business relationship.
- (2) **A Consumer** for the purposes of the GTC is any natural person who enters into a legal transaction for purposes which can be attributed primarily neither to a commercial nor occupational activity.  
**Contractors** for the purposes of the GTC are natural or legal persons or partnerships with whom a business relationship is entered into, and who are acting in the exercise of a commercial or independent professional activity.  
**Customers** for the purposes of the GTC are Consumers as well as Contractors.
- (3) Deviating, conflicting or supplementary general terms and conditions of the Customer are not part of the contract, even if acknowledged, and not recognized, even in part, unless their validity is expressly agreed to.

### § 2 Conclusion of contract

- (1) All w-support.com offers are non-binding and subject to change. Technical changes as well as changes in shape, colour and/or weight are reserved within reason.
- (2) With the service order (contract offer), the customer places an order with w-support.com to repair the device handed over or sent as a warranty repair for the manufacturer. If this is not possible or is rejected by the manufacturer, the customer commissions w-support.com with the service order to repair the device on behalf of a third party (e.g. seller, network operator, insurance company). If this is also not possible or is rejected by the third party, the customer instructs w-support.com to repair the device, provided that the costs do not exceed the repair cost release issued with the service order.
- (3) After posting of the offer to contract, the Customer will receive an automatically generated confirmation of receipt by e-mail, which confirms the receipt of the equipment and which the Customer can print. The automatic confirmation of receipt still does not represent an acceptance of the offer for the repair services, but merely documents that the order has been received.
- (4) Subsequently, w-support.com may send the Customer an offer to prepare a cost estimate, for a fee, regarding the remediation of the fault referred to in the service report, unless the fault is covered by a guarantee or warranty. The offer to prepare a cost estimate, for a fee, shall be sent to the Customer and is to be confirmed by the Customer in writing by fax or e-mail if the Customer wishes to proceed with the order and have the equipment repaired. If w-support.com does not accept the order to prepare a cost estimate, w-support.com will promptly so inform the Customer.
- (5) If the Customer has already approved the repair service in the service report, no cost estimate will be prepared. The acceptance of the order then takes place through a separate e-mail, or is made tacitly through performance of the contracted services.

### § 3 Scope of services

- (1) w-support.com shall provide maintenance or repair services in the context of the concluded service contract. Services such as data recovery shall be provided under the service contract. Accordingly, only the performance of a service is due, and not its success.
- (2) Due to the quality guidelines from the manufacturers, w-support.com is obligated to fully recondition the incoming equipment, which is to be repaired in accordance with the technical description.

- (3) In the event of damage resulting from improper use by the Customer (e.g. damage due to falling or breaking, or from being subjected to excessive voltage), the defective equipment or accessories are outside the scope of the warranty and guarantee. If w-support.com determines that this is not a case that falls under the guarantee or warranty, but that the equipment can nevertheless be repaired, it may prepare a cost estimate and send it to the customer. The Customer may accept this offer within 7 days (receipt by w-support.com). If the Customer does not accept the offer or there is irreparable damage (total loss), the Customer shall receive the equipment back without repairs having been undertaken.
- (4) Insofar as the Customer does not explicitly request a repair at its own expense, or if repair is not possible, w-support.com reserves the right to charge the Customer for the costs of examining equipment, in the amount of 70 € (Inspection fee). The Customer has the right to demonstrate that the actual costs incurred are lower. No Inspection fee will be charged for commissioned repairs.
- (5) The acceptance of equipment sent to w-support.com without prepayment may be declined by w-support.com insofar as it is not a case covered by a Consumer warranty. If accepted, w-support.com reserves the right to charge the Customer for the costs of shipment which have not been prepaid.
- (6) Exchanged parts shall without compensation become the property of w-support.com.
- (7) Only the defective equipment or defective parts themselves are to be sent. Non-defective accessories (e.g. battery, headset, power supply unit, memory card) as well as original packaging and manuals are not to be sent with the device, even if these were used for protection or as an accessory (e.g. protective foil, covers and other loose parts from the housing). w-support.com assumes no liability for loss of or damage to non-defective equipment that has nevertheless been sent in. w-support.com also assumes no liability for any damage to equipment or accessories caused by sending parts unnecessarily or in a manner that is not secure or in accordance with manufacturer's recommendations.
- (8) In particular, swollen or damaged lithium-ion batteries present a safety hazard and, under applicable law, must not be further dispatched. In order to eliminate the risks of storage or transportation, such batteries will be removed and disposed of properly by w-support.com. They can only be replaced if the device is still under guarantee, or if the Customer approves the associated cost estimate. Otherwise, the device will be returned to the Customer without a battery.
- (9) Equipment or accessories will be reset to factory settings during repair.
- (10) w-support.com is entitled to make use of third parties in the provision of the (repair) services as well as for delivery of the repaired equipment.
- (11) w-support.com points out that it might be necessary to open or perform work on the equipment for the purpose of examination whether a service is covered by the warranty or manufacturer's guarantees. In the event that warranty service cannot be offered and subsequent discovery of irreparable damages or refusal of the amended cost estimate the original state of the device will not be restored.

### § 4 Cost estimate

- (1) Insofar as the Customer accepts the offer to issue a cost estimate for a fee, the cost estimate is to be paid according to the applicable price list for w-support.com.
- (2) The cost estimate represents only a professional calculation of estimated costs. w-support.com assumes no liability for the accuracy of the cost estimate. If, in the course of repair, it is

established that the repair cannot be undertaken without significantly exceeding the cost estimate, the Customer may for this reason cancel the contract. In the event of cancellation, w-support.com may require payment of a portion of the remuneration corresponding to the work actually performed and reimbursement of the expenses not included in the remuneration. If it is expected that the cost estimate will be significantly exceeded, w-support.com shall inform the Customer before carrying out the work.

- (3) The cost estimate is carried out on the basis of error description given by the customer and visual inspection of the device. The device will be opened only after acceptance of cost estimate as non-destructive examination is not always possible due to the design. Irreparable damages such as entry of moisture and further damages might not be discovered until opening of the device. In the event of subsequent discovery of irreparable damages or refusal of the amended cost estimate the device will not be dismantled to the original state.

#### § 5 Data backup, Unlocking

- (1) The customer is obliged to ensure, prior to relinquishment or submission of the equipment or accessories, that all saved data are deleted or otherwise stored (data backup). w-support.com expressly indicates that any stored data may be lost during the repair or service or deleted as part of a software update. If a software update is carried out according to the manufacturer's specifications or for technical reasons, this will result in a loss of data.
- (2) The customer is obliged to send the device to w-support.com unlocked and without MDM server assignment. Unlocking the device is necessary in order to be able to carry out error analysis, repair and final tests. If w-support is unable to unlock the device, a software update will be carried out during the repair, which will result in the complete loss of data.

#### § 6 Remuneration

- (1) The remuneration is calculated according to the time required for the performance of the repair or service plus the necessary expenses, particularly the price of the required spare parts. The price list in effect at the time a cost estimate is prepared forms the basis for such estimate; this applies also to data recovery carried out at the Customer's request. For replacement parts, the applicable prices for replacement parts at the time the cost estimate is generated shall apply.
- (2) The Inspection fee specified under §3(4) is calculated on the basis of the proportionate expenditure incurred by w-support.com for inspecting the device, determining the damage, estimating the costs of the repair and other processing of the matter. The customer reserves the right to provide evidence of lower expenses and costs.
- (3) Payment is due upon receipt of the invoice, unless the Customer has not validly disputed acceptance of the service. At its option, the Customer may make advance payment to w-support.com of the repair costs listed in the cost estimate or previously approved by the Customer. In this event, any excess payment will be returned to the Customer within 10 days of the invoice being issued by w-support.com. The same shall apply if it is determined during the course of performance of repairs that the Customer's equipment cannot be repaired, or if the Customer does not send the equipment for repair after having been twice requested to do so by w-support.com. In this case, w-support.com reserves the right to cancel the order and issue a refund to the Customer less the Inspection fee specified in §3(4).
- (4) The prices include the statutory VAT plus additional shipping costs.

#### § 7 Place of performance, shipping, transfer of risk, acceptance

- (1) Return shipment is free of charge for Consumers; return shipment is charged for Contractors, usually from the registered office of w-support.com. All shipments are provided with standard packaging. The choice of shipping method is left to the reasonable discretion of w-support.com, unless other special arrangements are made.

- (2) The following applies for Contractors: The place of performance for all services and repairs is the registered office of w-support.com. Shipment by the Contractor to w-support.com and shipment by w-support.com to the Contractor shall occur at the Contractor's risk, unless otherwise agreed in individual cases. The statutory provisions shall apply for Consumers.
- (3) The Customer bears the risk of loss of data and data carriers during transport. Upon request, special shipping insurance (e.g. registered letters, packages, insured items) can be purchased according to the current price list.
- (4) We are not liable for the loss of data carriers (even if the device has shipping insurance). The client undertakes to ensure the secure transport of its data carriers. If we receive a shipment, and the data-storage device is no longer included, w-support.com cannot be held liable. Please do not send any new memory cards, USB sticks or other data carriers. This can easily lead to confusion.
- (5) The customer is obliged to accept the repair work. Acceptance cannot be refused due to insignificant defects. The repair shall be deemed to have been accepted if the customer has not refused acceptance to w-support.com within 14 days of confirmation of dispatch, stating at least one defect.

#### § 8 Terms of payment

- (1) Payment may be made by cash on delivery or PayPal.
- (2) If a SEPA direct debit has been agreed with the Customer, the creditor must inform the debtor about the debit via a pre-notification before submitting the debit request to the bank. The pre-notification must be sent by w-support.com at least 1 day prior to the due date.
- (3) While in default of payment, a Consumer shall pay interest on the amount due of 5% above the current base interest rate. While in default of payment, a Contractor shall pay interest on the amount due of 9% above the current base interest rate. w-support.com also reserves the right to demonstrate and assert higher default damages vis-à-vis Contractors.
- (4) If the Customer finds itself in default of payment on an invoice due to general liquidity problems, or if its financial situation has significantly worsened after conclusion of the contract, all obligations to w-support.com shall be due immediately. w-support.com shall then be entitled to perform pending repair and services, generate cost estimates, and deliver items only against a guarantee or advance payment, or may withdraw from the contract.
- (5) If w-support.com does not receive payment within the period stated on the invoice as the payment deadline, the devices that have not been returned before the payment deadline expires will be stored. Storage fees may be set at 5 euros per month or part thereof. The request for the return of a stored device must be made in writing and must include proof of the applicant's authorization.

#### § 9 W-SUPPORT.COM vendor's lien, failure to retrieve, scrapping

- (1) The customer is obliged to accept the device returned to him as soon as it is delivered to him. w-support.com will deliver the device to the original sender/handover party, unless the device is sent to the end customer on behalf of the sending company. If the device cannot be delivered in this way, it will only be delivered to the requesting party on the condition that the requesting party provides sufficient evidence of their right to return the device after assessment by w-support.com.
- (2) w-support.com is entitled to a vendor's lien with regard to services provided in accordance with the contract and any other claims arising from the business relationship between w-support.com and the Customer. This lien applies to equipment that has come into w-support.com's possession in the context of the order. If the Customer does not pay for the equipment sent carriage forward, does not accept it, or it cannot be delivered to the Customer, w-support.com shall urge the Customer in writing to pick up the equipment within one month or, upon the Customer's request, have the equipment resent to the Customer for a fee. If the Customer does not collect the equipment within a month following this

request, or if a second attempt at delivery does not succeed, w-support.com shall announce to the Customer the sale of the equipment and indicate the amount of the debt which the sale is intended to satisfy.

- (3) If the customer does not collect the device within one month after this request or if the second delivery attempt is also unsuccessful, w-support.com may, at its reasonable discretion
  - (i) announce the sale of the device to the customer, stating the reason for which the sale is to take place,
  - (ii) place the Device in storage for a fee; or
  - (iii) scrap or dispose of it after one year.
 w-support.com is also entitled to sell the device by way of private sale.
- (4) Right of private sale, disposal or scrapping applies also if the communication to be made by w-support.com in accordance with Para. 1 cannot be delivered to the Customer at the address listed in the contract and the Customer has, in violation of § 18 (3), not informed w-support.com of the change in address.
- (5) If acceptance or collection of the device processed as a service case fails without this being attributable to w-support.com, the device will be stored for a fee until it is collected, recycled, sold or scrapped. The storage fee is €5 per month or part thereof per device.

#### § 10 Warranty

- (1) If a repair service performed by w-support.com is defective, the Customer may request supplementary performance within a reasonable period of time. Supplementary performance for a Contractor shall be undertaken at w-support.com's option through remediation of the defect or manufacture of a new item. Exchanged parts shall become the property of w-support.com without compensation.
- (2) Damage resulting from improper operation, use, or storage, or from interference by third parties, is not covered by the warranty.
- (3) The following also applies for Contractors:  
Warranty claims on the part of the Contractor presuppose that the Contractor has appropriately fulfilled the obligatory inspection and notification requirements in accordance with § 377 of the Commercial Code [Handelsgesetzbuch]. The warranty period is 1 year. Excepted from this 1-year period are claims by the Customer arising from product liability, claims in tort, claims arising from bodily injury, injury to health, or loss of life attributable to w-support.com, claims arising from a failure to honour independent guarantees, and if w-support.com acts in bad faith.  
The statutory provisions apply for Consumers.  
The warranty period is 2 years.
- (4) Notifications of defects are to be sent to w-support.com with a clear description of the problems found. For Contractors, the description must be in writing.
- (5) If the Customer is responsible for the defect or the problem, or the defect reported by the Customer does not exist, w-support.com is entitled to request compensation for the costs incurred through the remediation or attempted remediation of the defect.
- (6) The warranty offered by w-support.com does not cover defects resulting from external influences or by a failure to comply with the terms of use provided by w-support.com for the use of the object to be repaired or serviced. The warranty also does not apply if the Customer or a third party alters the object of the repair or service without the consent of w-support.com, unless the Customer proves that the defect did not result from such alterations or that the remediation of the defect is not unreasonably complicated by the alteration.
- (7) w-support.com may refuse supplementary performance until the Customer has paid the agreed upon remuneration to w-support.com minus a portion corresponding to the financial impact of the defect or the guaranteed quality or characteristic.
- (8) Once the Customer has set a reasonable period for supplementary performance and such supplementary performance has failed or been refused, the Customer may withdraw from the contract or de-

mand a reduction in the agreed remuneration. Any claim to damages by the Contractor-Customer is excluded. Failure to make supplementary performance shall be found only after at least two failed attempts at remediation of the defect. The subsequent limitations of liability in accordance with § 15 also apply.

#### § 11 Contractual right of withdrawal

- (1) w-support.com has the right to withdraw from the contract in any of the following cases:
  - a. Cases of force majeure, labour disputes, natural disasters and similar incidents, inasmuch as they more than temporarily substantially impede or make it impossible for w-support.com to provide its services;
  - b. if the financial situation or the creditworthiness of the Customer has considerably worsened after conclusion of the contract, in particular if an application for the commencement of insolvency proceedings has been made;
  - c. in case of false claims made by the Customer regarding its financial circumstances or creditworthiness which threaten the intended purpose of the contract;
  - d. in the event of actions by the Customer violating its contractual obligations, or business transactions contra bonos mores or constituting unfair acts.
  - e. If w-support.com is dependent on delivery items or services for the provision of its services which it does not provide itself and which it does not have in stock or cannot procure at the time the order is placed. This also applies if it is not supplied by its supplier or subcontractor, is not responsible for the non-delivery or cannot procure the services despite reasonable efforts or at higher market prices (compared to the usual market prices). w-support.com shall inform the customer immediately of the non-availability of the services and, if applicable, reimburse the customer for any consideration already provided.
- (2) In the event of a partial inability to perform or inability to perform in an agreed time frame, the contract may be adapted to the changed conditions by the mutual agreement of the parties.
- (3) In case of inability to perform or withdrawal from the contract on the basis of a statutory or contractual right to withdrawal, w-support.com is entitled to a lumpsum compensation amounting to 25% of the respective contractual remuneration unless the Customer proves lower damages. w-support.com also retains the right to prove higher damages.

#### § 12 Assignment, set-off, right of retention

- (1) w-support.com is entitled to assign the claims and obligations arising from the business relationship with the Customer to third parties insofar as the purpose of the contract is not thereby threatened.
- (2) The Customer may assign its rightful claims to third parties only with the prior written consent of w-support.com, insofar as the claim is of a non-pecuniary nature.
- (3) The Customer may set off the claims of w-support.com only against undisputed or legally enforceable counterclaims.
- (4) The Customer has the right to assert a right of retention only on the basis of counterclaims arising directly from the relevant contractual relationship. In addition, the Customer may exercise a right of retention on the basis counterclaims against w-support.com only if these counterclaims are undisputed or are legally enforceable.

#### § 13 Right of withdrawal for Consumers for services commissioned as remote sales transactions

For services commissioned as remote sales transactions (in particular telephone and online orders), Consumers shall be entitled to a right of withdrawal in accordance with the following provisions.



### Information regarding right of withdrawal Right of withdrawal

You have the right to withdraw from this contract within 14 days without providing reasons.

The period in which this right of withdrawal may be exercised is fourteen days from the date on which the contract was concluded.

To exercise your right of withdrawal, you must inform us

at w-support.com GmbH Phone: 03722/713 3171  
KOMSA Allee 1 Fax: 03722/797 590  
09232 Hartmannsdorf E-mail: info@w-support.com

You must provide a clear declaration of your decision to withdraw from this contract (for example, by means of a postal letter, fax, or e-mail). At your option, you may use the attached withdrawal form template for this purpose.

It is sufficient for compliance with the deadline for exercising the right of withdrawal that the communication regarding the exercise of the right of withdrawal be sent before the expiration of the period for withdrawal.

### Consequences of withdrawal

If you withdraw from this contract, we must reimburse you for all payments we have received from you, including the delivery charges (except for additional costs incurred if you chose a different mode of delivery than our standard, cheapest delivery option), without delay and no later than fourteen days from the day on which the communication regarding your withdrawal from the contract is received. Reimbursement shall be made using the same means of payment employed in the original transaction, unless otherwise expressly agreed with you; you will under no circumstances be charged fees for this repayment.

If you requested that the provision of services should start during the period in which the right of withdrawal could be exercised, you must pay us an appropriate amount for the services already provided corresponding to that proportion of the total contractually agreed services already performed by the time at which you informed us that you were exercising your right of withdrawal from the contract.

### End of the notice regarding the right of withdrawal

#### § 14 Clause regarding intercompany offsetting

- (1) The term "KOMSA company" refers to all affiliated companies of KOMSA AG in accordance with §§ 15 ff. of the German Stock Corporation Act [Aktiengesetz].
- (2) w-support.com is entitled to offset any claims against the Customer accruing to it against all claims that may be asserted by the Customer against other companies associated with KOMSA AG according to §§ 15 ff. of the German Stock Corporation Act, regardless of their legal basis.
- (3) In the event of several co-existing obligations, the Customer waives the right to dispute our determination of the obligations to be settled (see §396 Para.1 sent. 2 German Civil Code [BGB]).
- (4) A list of all companies affiliated with KOMSA AG according to §§ 15 ff. of the German Stock Corporation Act may be found in the current annual report which is published according to the statutory regulations, or shall be sent to the Customer by w-support.com upon request.

#### § 15 Liability

- (1) The liability of w-support.com is limited to tortuous acts and cases of gross negligence. Liability for failure to fulfil the obligations of a guarantee, due to bad faith, according to the Product Liability Act

[Produkthaftungsgesetz], and for loss of life, physical injury, or injury to health remains unaffected.

- (2) Excluded from this provision is liability for data protection breaches pursuant to Article 82 GDPR. The provisions on data protection in § 16 shall apply in this case.
- (3) Also unaffected is liability for breach of duties the fulfilment of which is required for the fulfilment of the contract, and compliance with which the customer may regularly rely upon. However, this liability is limited in amount to those losses typical and foreseeable for the contract in question at the time of its conclusion.
- (4) The same applies to breaches of duty by our agents.
- (5) The Customer is obligated to create and store its own backup copies of data which the Customer has saved or processed on its equipment or accessories, in accordance with the Customer's own security needs. w-support.com shall not be liable for loss of data insofar as the damage has resulted from the Customer's failure to backup data and thereby ensure that the lost data could be recovered at a reasonable cost.
- (6) Claims by Contractors shall lapse one year after the delivery of the goods or acceptance of the work. For Customers who are Consumers, the limitation period of one year applies only for defect claims concerning used goods supplied in the name of w-support.com itself. Otherwise, the statutory limitation periods apply for Consumers.
- (7) Insofar as w-support.com enables access to other websites through hyperlinks, w-support.com is not responsible for the contents of such external sites. w-support.com also does not endorse any third-party content. The provider of a linked site shall be liable for its content and any resulting losses, and not the party who refers to such publication through the link. If we should become aware that unlawful content is found on these sites, we will immediately block access.

#### §16 Data protection, credit assessment

- (1) Insofar as the content data on the device has not been deleted and it is required to carry out the work, (in particular, to reproduce a fault or for data recovery purposes), personal data will have to be processed by w-support.com GmbH in the course of the work being carried out. If the Customer has given consent, specific categories of personal data (such as medical data) on the device will also be processed.
- (2) Furthermore in case of guarantee handling personal data of the Customer (title, name, address, e-mail address, telephone number, fax number) as well as order data (device data, IMEI, error description) are forwarded to the manufacturer of the sent in device.
- (3) The Customer agrees upon placement of the order that it is entitled to dispose of the delivered device and the data stored therein.
- (4) The Contractor and w-support.com mutually undertake to observe the legal provisions on data protection in the performance of the contractual relationship and to impose on their employees the obligation to comply with such provisions. The contracting parties mutually agree to demonstrate compliance with this obligation in the form required under the statutory provisions, upon the request of the other party.
- (5) W-support.com reserves the right in individual cases to verify the Customer's credit and identity. If we are required to deliver prior to payment (e.g. invoice upon delivery), we reserve the right to conduct a credit assessment on the basis of mathematical and statistical methods in order to safeguard our legitimate interest in determining the solvency of our customers. Pursuant to Article 6(1) (b) and (f) GDPR, we will transmit the personal data required for a credit assessment to the following service provider:  
CRIF GmbH, Leopoldstraße 244, 80807 München, Germany.  
The credit report can include probability values (score values). Where score values are included in the result of the credit report, these are based on a scientifically recognised mathematical and statistical method. The calculation of the score values includes, but is not limited to, address information. We use the result of the credit assessment in respect of the statistical probability of default for the

purposes of deciding whether to establish, continue or terminate a contractual relationship.

(6) Other partners:

- Creditsafe Deutschland GmbH, Schreiberhauerstr. 30, 10317 Berlin, Germany
- Dun & Bradstreet Deutschland GmbH, Robert-Bosch-Str. 11, 64293 Darmstadt, Germany
- Euler Hermes Deutschland, a subsidiary of Euler Hermes SA, Gasstraße 29, 22761 Hamburg, Germany

The Customer can object to this data processing at any time by contacting the person responsible for the data processing or the credit reference agency specified above. However, w-support.com shall, where appropriate, remain entitled to process the personal data insofar as this is necessary for the contractual processing of payments.

- (7) W-support.com reserves the right to rate customers. In order to be able to grant our customers an appropriate credit facility and credit terms corresponding to their credit worthiness, we internally rate our customers in relation to their payment behaviour. By means of this rating, we examine whether a company satisfies the requirements of commercial payment transactions. The result of the credit analysis is summarised in a rating classification. Each rating class corresponds to a particular anticipated probability of default. This results from evaluating the data on monthly turnover, the solvency index of rating agencies, liabilities from open items, payments due, deviations from payment due dates, time taken to pay as well as average values of this data and trends including dunning levels and returned debits by applying statistical methods and a qualitative expert analysis. Where customers provide us with their annual financial statements, this information is also included when calculating the rating class. The rating result is updated with each of the Customer's payment transactions.

Scope and implications of the rating for the data subject

In keeping with the following principle: the better the creditworthiness and the payment behaviour of the Customer, the higher the credit limit and the more favourable the terms of payment that can be granted to the Customer. Depending on the rating result, we set a purchase limit for the Customer, i.e. a supplier credit and enable the purchase with particular payment terms, i.e. payment by SEPA direct debit or payable by invoice with a specified due date. The information on the rating is accessible only to the KOMSA Group companies with which the respective Customer has an active business relationship and where a legitimate interest in the credit rating of the Customer exists. Insofar as the Customer objects to its data being processed pursuant to Article 21 GDPR, the data of the Customer will no longer be processed for rating purposes. This will result in it not being possible to assess the risk in relation to the Customer's payment behaviour. In accordance with the principle of commercial prudence, deliveries to the Customer can then only be made on secure payment terms (advance payment or cash on delivery).

- (8) The Customer and w-support.com mutually undertake to either destroy or continue to handle in accordance with the relevant data protection legislation all data collected in connection with the respective business relationship or company-specific information that comes to their knowledge in the course of such relationship once this relationship is terminated.
- (9) Liability under Article 82 GDPR is limited to intentional and grossly negligent violations of the applicable data protection legislation, except in the case of sensitive data within the meaning of Article 9 GDPR or where data protection is a fundamental objective of the contract in accordance with the intentions of both parties.

- (2) w-support.com is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.

## \$18 Concluding provisions

- (1) Cases of force majeure significantly impeding or frustrating a contractual partner's performance or obligation entitle the affected contractual partner to delay the fulfilment of this obligation for the duration of the hindrance, plus a reasonable period of time required to respond to such events. Equivalent to cases of force majeure are labour disputes at the premises of the contracting partner or at third-party companies, as well as similar circumstances affecting the contracting parties directly or indirectly. This applies especially for delays in the delivery of services by w-support.com if these result from a failure of performance on the part of its suppliers or agents.
- (2) w-support.com may use third parties, especially affiliated companies, as agents in the performance of its commitments. This shall not affect the contractual obligations of w-support.com.
- (3) The Customer is obligated to notify w-support.com immediately of all changes in its personal circumstances relevant to the contract.
- (4) All legal relations between w-support.com and the Customer shall be governed by the laws of the Federal Republic of Germany, with the exception of the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (UN CISG).
- (5) These GTC are made in English and German language. In case of contradictions between the two versions or in case of ambiguity about the content or meaning of clauses, the German version shall be leading.
- (6) The parties agree that the exclusive place of jurisdiction for disputes arising from this contract shall be the registered office of KOMSA AG in 09232 Hartmannsdorf, insofar as the Customer is a merchant or legal entity or special asset under public law [öffentlich-rechtliches Sondervermögen]. The same applies if, when filing suit, the Customer has no general place of jurisdiction, domicile, or habitual place of residence in the Federal Republic of Germany, or if none is known.

Last Updated: May 2025

## \$17 Alternative dispute resolution

- (1) The EU Commission provides on its website the following link to the ODR platform: <http://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.