

Fitting Partner General Terms and Conditions

§ 1 General

Delticom AG, Brühlstrasse 11, 30169 Hanover ("Delticom") is the operator of various webshop offers. With almost 300 online shops in 45 countries, Delticom is the leading internet tyre retailer in Europe. Customers of Delticom use the convenient Delticom fitting partner search ("portal") to find the right specialist for tyre fitting and other goods or other vehicle related services at specific prices in their vicinity. You, as an operator of a workshop ("you" or "fitting partner") would like to offer your vehicle related services in the portal. These general terms and conditions for Delticom fitting partners ("contract") form the legal basis for the cooperation between you and Delticom.

§ 2 Conclusion

2.1 Registration as a fitting partner is only permitted for legal persons, partnerships and natural persons with unlimited legal capacity acting as contractors within the meaning of § 14 para. 1 of the German Civil Code. The entry in the portal is free for you.

2.2 When registering as a fitting partner, you will be asked to select and confirm the service package offered by you using an online form. Only one registration is allowed per workshop. If you run several branches, each branch must be registered as a separate workshop. The completion of the online form constitutes an offer to Delticom for the conclusion of this contract. This offer can be accepted by Delticom. You will be informed regarding this matter accordingly. Within the scope of the registration and the current contractual relationship, Delticom is entitled to demand the submission of a commercial register and/or trade register extract and other documents and information that are deemed appropriate or advisable for the conclusion of the contract or the maintenance of the contractual relationship.

2.3 Once you have been accepted as a fitting partner at Delticom, you will be listed in a corresponding customer search. The listing includes your name, address, contact details and the services you offer and their corresponding prices. The contract for the fitting service is concluded exclusively between you and the customer. Customers then have the opportunity to rate you. Delticom reserves the right to display these ratings in your profile.

2.4 If you are selected as a fitting partner by the customer, you will be informed of this by email. Then, please arrange an appointment for fitting directly with the customer. The tyres or other goods will be sent to you on customer request. Accept the tyres or other goods, check them for noticeable faults and store them properly, free of charge, until the time of fitting. You are fully liable for damage or loss of the tyres or goods stored by you. In the case of an objection or a complaint from the customer, we shall, if the customer so wishes, have the tyres picked up at our expense.

§ 3 Obligations of the fitting partner

You will be given access to a password protected area in which you provide your details and information about your services and their prices. You must ensure that all the details provided by you are appropriate, accurate, and that you will promptly update them in the event of any changes. You are obligated to keep all customer data, access data and passwords secret from third parties.

3.1 You undertake to provide the services mentioned by you in the portal at the prices and deadlines stated in the portal. In the event of changes to your details and prices stored, you must promptly update them in the password protected area of the portal.

3.2 You undertake to keep the access to the password protected area of the portal confidential and to keep all customer data, access data and passwords to the portal secret from third parties. You are liable for damages that arise due to your negligent or deliberate behaviour resulting in third parties becoming aware of your password. You must inform Delticom immediately in the event of loss of customer data, access data or the knowledge of unauthorised third parties.

3.3 You must be able to ensure the regular receipt and retrieval of emails.

§ 4 Rights of use

4.1 By transmitting the data required for the preparation of the offers (for example, tariffs, images, booking data) ("Workshop data"), you grant Delticom and its affiliates the non-exclusive, transferable, temporally and spatially

unrestricted right to use the transmitted content.

4.2 Insofar as you are provided with software programs for the execution of the Delticom contract, you are hereby granted a non-exclusive, non-transferable, limited right to use the software on a single hardware device for the duration of the contract.

4.3 The database of the entries of the fitting partner is considered as intellectual property. It may not be published individually or in its entirety on other websites or in other media. Further processing and use in media of all kinds is only permitted with the prior written consent from Delticom.

§ 5 Duration of the contract, termination

5.1 The contract is concluded for an indefinite period. The contract may be properly terminated by either party in writing with a period of notice of 4 weeks to the end of the month.

5.2 The right to extraordinary termination shall remain unaffected.

An important reason for Delticom is, among others, when

- the fitting partner passes on customer data or data from Delticom to third parties
- the fitting partner undertakes business damaging actions or makes statements to customers or third parties that are likely to damage the good reputation of Delticom
- the fitting partner stops the business activity
- the fitting partner commits fraud, theft or any other criminal offense or the justified suspicion of a criminal offense exists.

§ 6 Blocking of access, release

6.1 Delticom is entitled to block your access if there is a reasonable suspicion that a third party is also using the access to the workshop or another case of misuse of the database or exceeding of the rights of use is present.

6.2 You release Delticom from all claims asserted by third parties for the infringement of their rights by the content you have provided.

6.3 Availability of the portal is not guaranteed by Delticom.

§ 7 Liability of Delticom

7.1 Delticom shall be liable within the framework of this contract for damages (i) caused by Delticom or its legal representatives or vicarious agents intentionally or through gross negligence, (ii) resulting from the breach of an obligation by Delticom that is material to the achievement of the purpose of the contract (cardinal obligations), (iii) if such claims result from the Product Liability Act.

7.2 Delticom shall be fully liable for damage caused intentionally or through gross negligence, or in the event of injury to life, limb or health. Apart from that, the claim for damages shall be limited to the foreseeable damage typical for the contract. Claims pursuant to the Product Liability Act shall remain unaffected.

7.3 Delticom shall only be liable for your data loss if you have ensured by making backups or otherwise that the data can be restored at a reasonable cost.

§ 8 Final provisions

8.1 You expressly agree to accept contact emails from Delticom. At irregular intervals, Delticom shall provide information on new modules for fitting partners as well as on further developments of existing ecommerce modules.

8.2 The exclusive place of jurisdiction and place of fulfilment is Hanover. The contract is subject to the law of the Federal Republic of Germany under exclusion of the UN sales law.

8.3 Delticom is entitled to transfer all or part of its rights and obligations arising from this contractual relationship to a third party with a period of notice of 4 weeks. In this case, you shall be entitled to terminate the contract with immediate effect after notification of the transfer of the contract.

8.4 Delticom reserves the right, at any time for justifiable reasons, to change the present provisions in part and/or

in whole by a unilateral declaration with the establishment of a period of objection. Justifiable reasons may include, but are not limited to, for example amendments to legal provisions or case law. The Partner is hereby expressly granted the opportunity to object in writing to the future changes declared within a reasonable period of 14 days. An objection by email is deemed sufficient. For the timely declaration, the entry at Delticom is decisive. The partner is expressly advised that in the event of an objection that has not been made in due time, the changes shall be included in the existing contractual relationship. Delticom shall provide the fitting partner with the revised terms and conditions prior to the planned entry into effect in text form and shall especially point out the new regulations and the effective date.

8.5 Should individual provisions of this contract be ineffective or unenforceable, or become ineffective or unenforceable following conclusion of the contract, then the effectiveness of the remaining provisions of the contract shall not be affected as a result. The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision whose effects most approximate the economic purpose of the contracting parties in their pursuit of the previous ineffective or unenforceable provision. The above provisions shall apply correspondingly in the event that the contract proves to be incomplete.