



General Terms and Conditions of Mondu GmbH for the Payment Postponement Model (with reimbursement claim)

Version 1.0.0

1. Preamble

A corporate buyer ('**Buyer**') purchasing goods or services in the (online) shop of a merchant ('**Merchant**'), has chosen the payment postponement model enabled by Mondu GmbH ('**Mondu DE**'). These terms and conditions form the agreement between the Buyer and Mondu DE that governs the use of the payment postponement model in the Mondu checkout process of Merchant ("**Checkout Process**"; the respective agreement '**Agreement**').

2. Settlement and Reimbursement Claim

- 2.1. If the Buyer selects the payment postponement model in the Checkout Process, an affiliated company of Mondu DE ('**Mondu Affiliate**'), at its sole discretion (following a positive credit and fraud check) may settle the Merchant's payment claim against the Buyer ('**Invoice Amount**') in its own name, but for the account of the Buyer, in accordance with article 6:30 of the Dutch Civil Code.
- 2.2. The Buyer acknowledges and agrees that the relevant Mondu Affiliate has a reimbursement claim vis-à-vis the Buyer equal to the Invoice Amount ('**Reimbursement Claim**') following payment of the Invoice Amount by this Mondu Affiliate to the Merchant. The Reimbursement Claim is a contractual claim of the relevant Mondu Affiliate against the Buyer created pursuant to the Agreement and not a subrogated claim. The records of the relevant Mondu Affiliate serve as conclusive evidence in relation to settlement of the Invoice Amount to the Merchant.
- 2.3. The Buyer shall pay the Reimbursement Claim on or before the payment date as notified by Mondu DE ('**Payment Date**').
- 2.4. This clause 2 contains a third party stipulation (*derdenbeding*) for the benefit of the Mondu Affiliate that pays the Invoice Amount to the Merchant, in particular for (the creation of) the Reimbursement Claim of this Mondu Affiliate on the Buyer. Payment of the Invoice Amount by the relevant Mondu Affiliate to the Merchant, shall be deemed as an acceptance of this third party stipulation by that Mondu Affiliate and also fully discharge the Buyer's payment obligation vis-à-vis the Merchant.

3. Shipping Address

The Buyer acknowledges that the shipping address specified during the Checkout Process can no longer be changed after conclusion of the Agreement.

4. Notification of Non-Delivery or Defects

Any complaints by the Buyer that the purchased goods or delivered services are defective (or have been defective) or have not been delivered or provided in full shall not release the Buyer from its obligation to pay the Reimbursement Claim on or before the Payment Date.

5. Power to assign

- 5.1. Mondu DE and the relevant Mondu Affiliate are entitled to assign or transfer all or part of their rights and/or obligations vis-à-vis the Buyer, including the Reimbursement Claim, to another affiliated company, in particular to Mondu Capital S.à r.l., in each case acting on behalf of one its compartments, (any affiliated company who holds the Reimbursement Claim is hereinafter referred to as the "**Claim Holder**") and the Buyer hereby in advance gives its irrevocable consent to, and hereby in advance irrevocably co-operates with, any such transfer (within the meaning of articles 6:156 and 6:159 of the Dutch Civil Code).
- 5.2. In **case** Mondu Capital S.à r.l., in each case acting for one of its compartments, accepts the assignment of the Reimbursement Claim: (i) the Claim Holder will pledge these receivables to a financing partner of the Claim Holder ("**Bank**"); (ii) Mondu DE will inform the Buyer about the assignments and the pledge; (iii) Mondu Affiliate confirms that all payments due under the Agreement shall be paid to the account of Claim



Holder and Mondu DE undertakes to inform the Buyer accordingly. The Buyer acknowledges that payments under the Agreement can only be made to this account with debt-discharging effect (until Bank or Claim Holder informs the Buyer that payments should be made into another account).

- 5.3. The Buyer expressly consents to the procedure described in this section 5. The Payment Date also applies to the settlement of the Reimbursement Claim to the Claim Holder.

6. **Overpayments**

In the event of overpayments by the Buyer to the Claim Holder's account, the Buyer shall pay the Claim Holder a contractual penalty in the amount of the overpayment, but no more than the lesser of EUR 10,- or 5 % of the Invoice Payment . If the overpayment exceeds this limit, the contractual penalty shall be offset against any claims for repayment of the Buyer. The contractual penalty shall be offset against any claims for damages.

7. **Default of Payment**

If the Buyer fails to pay the Reimbursement Claim on or before the Payment Date, the Claim Holder may charge statutory commercial interest. The Buyer shall indemnify the Claim Holder from any incurred extrajudicial and judicial collection costs. incurred in the enforcement of the Buyer's payment obligations. The extrajudicial collection costs shall amount to 15% of any outstanding Payment Amount, with a minimum amount of EUR 40.

8. **Reversal of and Refunds under the Buyer Agreement**

If the agreement between the Buyer and Merchant ("**Buyer Agreement**") is reversed (e.g., due to withdrawal or goodwill by the Merchant) or refunds under the Buyer Agreement are otherwise required, the reversal and any refunds take place between the Buyer and Merchant. Notwithstanding the foregoing, in the event of a reversal of the Buyer Agreement, the Buyer shall (i) promptly inform Mondu DE, (ii) instruct the Merchant to pay any refund amounts to the Claim Holder, and (iii) pay any refund amounts received from the Merchant to the Claim Holder. The Buyer's obligation to pay the Reimbursement Claim to the Claim Holder remains unaffected, less any refund amounts received by the Claim Holder. If the Buyer made payment of the Reimbursement Claim, the Buyer will be entitled to receive from the Claim Holder the refund amounts received by the Claim Holder to the extent payment was made of the Reimbursement Claim.

9. **No Rescission**

To the extent permitted by law, the Buyer hereby waives (i) its rights under articles 6:228 and 6:265 to 6:272 of the Dutch Civil Code or any other ground under any applicable law inclusive to rescind or nullify, or demand in legal proceedings the rescission or nullification of, the Agreement and (ii) its rights under articles 6:52, 6:262 and 6:263 of the Dutch Civil Code or any other ground under any applicable law to suspend any obligation arising out of or in connection with the Agreement.

10. **Applicable Law and Jurisdiction**

The Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be interpreted in accordance with Dutch law. The courts of first instance of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement (including a dispute relating to the existence, validity or termination of the Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with the Agreement).