Vendor agreement for the use of the online marketplace dcOrbis.com

("DcOrbis") from dcOrbis Ltd. & Co. KG, Winklerstrasse. 5, 90403 Nürnberg services offered by the customer (" provider ").

The German text of this contract is authoritative. Translations into other languages are only informative. In the event of contradictions between the German version and a translation, the German version always applies.

I. Terms and Conditions

THIS AGREEMENT CONTAINS THE CONDITIONS APPLICABLE TO ACCESS TO THE PORTAL DCORBIS AND THE USE OF THE PORTAL BY THE PROVIDER. BY SUBSCRIBING OR USING THE PLATFORM, THE PROVIDER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ALL THE ANNEXES MENTIONED.

In case of discrepancies between this service contract that a valid ENERAL Conditions and the accompanying annexes the following order:

Regulations of this service contract take precedence over regulations in the appendices and the general terms and conditions. Regulations in the appendices take precedence over the general terms and conditions.

The provider and dcOrbis are independent companies. This contract does not establish any joint venture, agency relationship, mandate, agency or employment relationship between the parties. Nothing in this contract , expressly included or to be interpreted , is provided for or may be interpreted to mean that a person or company other than the contracting parties should receive a cheap right, remedy or claim from this contract. This contract and all declarations, guarantees, commitments, terms and conditions of this contract are intended exclusively in favor of d cOrbis, the provider and the customers who rely on it.

§ 1 relationship between dcOrbis, providers and customers

dcOrbis is a B2B - platform with square and mediates between the seller and the customer. Customers are companies that make purchases, orders and / or inquiries via dcOrbis.

(1) The contractual relationship for a purchase or an order is always made directly between the provider and the customer.

(2) The provider carries out billing and debt collection on his own responsibility and for his own account, payments by the customer are always made directly to the provider.

(3)   dcOrbis assumes no responsibility for disruptions of any kind in the legal relationship between providers and customers. dcOrbis does not check the customers and does not assume any guarantee, liability or responsibility for possible payment defaults on the part of the customers.

(4)   dcOrbis does not mediate in disputes between the contracting parties or in the enforcement of the fulfillment of these agreements.

Corresponding regulations from II. Participation in the platform apply.

§ 2 Service offer and availability

(1)   dcOrbis provides the supplier with the dcOrbis Mark tplatz an e-commerce platform with various services available over which he as a supplier , sales of goods and services k make ann . To use the dcOrbis-Mar ktplatz exclusively entrepreneur (§ 14 BGB), legal entities under public law or public-law funds are eligible.

(2)   In addition to the sale of goods and services , the services provided via the dcOrbis marketplace can also make product data, electronic media, information and other content (hereinafter collectively referred to as "content") available or the paid connection to the dcOrbis marketplace via EDI connection to the merchandise management system of the provider.

(3)   dcOrbis reserves the right to add to the services offered on " dcOrbis.com " or to limit the use of the services provided. The provider is not entitled to retain certain services or parts , unless these are functions that are explicitly named and described in the service packages (Appendix 2).

(4)   There is no entitlement to uninterrupted use for free services. There is no guarantee that the access or use of " dcorbis.com " will not be interrupted or impaired by maintenance work, further developments or otherwise by malfunctions, which may also lead to data loss. dcOrbis endeavors to ensure the uninterrupted usability of the dcOrbis marketplace . However, temporary malfunctions or interruptions can occur due to technical faults (such as an interruption in the power supply, hardware and software errors, technical problems in the data lines).

(5)   dcOrbis is furthermore entitled on behalf of the suppliers to cancel orders for goods or services that have not been accepted by the provider within 30 days of notification of the order. DcOrbis will notify the provider of this separately.

§ 3 Registration for the dcOrbis market place

(1) In order to dcOrbis Mark tplatz to exploit the needs providers register.

   The supplier confirms with his registration expressly that all transactions carried out by him are correct and complete and that he, or the agent of the company, registration b ei dcOrbis and legally binding conclusion of this agreement, liabilities, including all contained therein, and to the presentation of all necessary explanations is justified and legitimate. The provider may not pretend to be another person when registering or use a name for which he has no authorization. The provider will update the aforementioned information in the event of changes and ensure that it is correct and complete at all times. The provider authorizes dcOrbis to check its information and provides corresponding evidence upon request from dcOrbis.

(2) Natural persons are prohibited from registering if the registration is not part of the commercial or professional activity.

(3) During the registration process, the provider of dcOrbis will receive access data. These consist of a user name and a password which can be changed at any time by the provider.

(4) By sending its registration request , the provider dcOrbis makes an offer to conclude a user relationship based on these terms of use. Acceptance of the offer will be decided at your own discretion. If the registration is not within a period of 14 T recite confirmed that is provider no longer bound by its offer. Upon receipt of the e-mail confirmation, an agreed usage relationship is established and dcOrbis unlocks the requested access. Once activated , the provider is entitled to use the dcOrbis marketplace within the scope of these terms of use. Must be treated providers advance the release by A nClick the link contained in the e-mail confirmed.

(5) The provider may only register once. Its registration, the contractual relationship and the provider account and access data are not transferable.

(6) During registration, the provider must provide dcOrbis with the registered company name, address (es) , telephone number (s) and email address (s). All personal data provided by dcOrbis will be processed and processed by dcOrbis in accordance with the dcOrbis privacy policy.

§ 4 responsibility for access data

(1) The access data, including the password, must be kept secret and under no circumstances made accessible to unauthorized third parties.

(2) It is also the responsibility of the provider to ensure that his access to the dcOrbis market place and the use of the services available on " dcorbis.com " are exclusively made by him or by the persons authorized by him. If there is any fear that unauthorized third parties

have or will have knowledge of the access data, dcOrbis must be informed immediately. The provider is fully responsible for any use and / or other activity in the dcOrbis marketplace that is carried out under his access data.

§ 5 contract term, termination, blocking of access

The term of this agreement begins on the day on which registration for the use of d cOrbis was completed and continues until the agreement is terminated by dcOrbis or by the provider in accordance with the following provisions:

(1)   The contract periods apply in accordance with the booked service package (Annex 2). The termination can be given on both sides with a period of 6 weeks before the end of the term. If there is no termination, the contract term of the corresponding service package is extended by the duration of the term specified in the respective service package.

(2)   dcOrbis, the use of the platform suspend with immediate effect or extremely terminate when dcOrbis detecting that

   a.   the provider has committed a material breach of the agreement and those not within a period of 7 days of appropriate r fixes notification by dcOrbis ; or

   b.   the provider repeatedly violates these terms of use despite notice ; or

   c.   the provider is more than 60 calendar days late with payments ; or

   d.   the provider's account / access has been used for fraudulent, fraudulent or unlawful activity; or

   e.   the use of the platform has damaged other providers, customers or dcOrbis legitimate interests or dcOrbis reviews show that the use of the platform by the provider could lead to such damage. dcOrbis inform the provider immediately of such termination or suspension by e-mail, fax or in a comparable manner, stating the reason and any possibilities of the provider for Wi s resumption of the service.

   When deciding on a block (suspension) , the legitimate interests of the provider are adequately taken into account.

(3)   In the event of extraordinary termination, the companies and individuals concerned are permanently excluded from participating in the dcOrbis marketplace and may not register again.

(4) Upon termination of this agreement, all rights and obligations therefrom expire, with the exception that the provider continues to fulfill its obligations in connection with transactions that were entered into before the termination date and for all liabilities that accrued before the termination date, remains fully responsible.

(5) The termination can be done by d cOrbis by email, fax or similar, the termination by the provider can be done by email, via the contact form, by fax or in a similar way.

§ 6 fees and payment

(1) Fees

    a.   Monthly basic fee

        1.   DcOrbis charges a monthly basic fee for providing the service and using the functions of the platform. The amount of the fee depends on the service package selected by the provider in accordance with Appendix 2.

        2.   The basic fee is understood as the net euro amount plus the applicable sales tax.

        3.   dcOrbis always charges the provider the monthly basic fee at the beginning, i.e. on the first day, of the current month of use. The month of use begins on the day of registration and is repeated monthly on the same day of the calendar month. (Example: Registration takes place on March 12th, the month of use therefore begins on the 12th day of the calendar month. Subsequently, the basic fee is calculated on the twelfth day of each month, as o on April 12th, May 12th, etc.)

    b.   Transactional fees

        1.   In addition to the monthly basic fees, dcOrbis charges a commission for each successfully mediated transaction, such as sales, leasing, brokerage or comparable transactions, i.e. a brokerage fee to the provider.

        2.   The agency fee is calculated as a percentage of the net sales price that the provider achieves with the transaction to the customer. The net selling price corresponds to the net value of the goods or the net service value without any applicable sales taxes and without any freight or shipping costs.

        3.   The percentage is based on the service package selected by the provider in accordance with Appendix 2.

4. The settlement of the agency fee is always due for the abg e accumulated calendar month and is up to 05 calendar support of the following month provided the seller plus. VAT invoiced.

   c. other fees

1. CO2 – compensation
Uses the provider the optional and voluntary function CO2 - (see specifications CO2 compensation - compensation), the thus incurred fees will be shared with the agency fees according to I. § b 6 (1). 4. billed.

2. If additional fee-based services are to be individually agreed between dcOrbis and the provider, these fees will be charged together with the agency fees in accordance with I. § 6 (1) b. 4. billed.

§ 7 payments

(1) due date
Invoices from dcOrbis the seller are within 14 days of the invoice date , due without deduction.

(2) Payment
Payments must be made to the bank account designated by dcOrbis by bank transfer. Are part dcOrbis other payment option available on the website dcOrbis, payments can also alternatively by means of this Zah l done ungsmöglichkeiten.

(3) late payment
If payment is delayed by more than 30 days from the invoice date, dcOrbis automatically limits the provider's access to the platform until the outstanding claims are settled. During this restriction, the provider has no access to platform functions. Discontinued products or other services are not visible in the marketplace during the restriction and therefore cannot be ordered or ordered. If payment is delayed by more than 60 days from the invoice date, dcOrbis is entitled to terminate this contract without notice, to extraordinary termination and to irrevocably delete all stored data, products and services.

§ 8 tax matters

(1) General taxes
The provider will comply with all tax laws applicable to the services and offers of the provider and will comply with all obligations towards the tax authorities. The provider is solely responsible for the collection and payment of all his taxes, as well as the proper reporting of all relevant sales, sales tax and Intrastat declarations to the responsible authority as well as the proper issuing of sales tax invoices and credit notes. DcOrbis is not responsible for the

collection, transfer or reporting of sales taxes or other taxes or duties resulting from sales or transactions of the provider. Unless otherwise stated, all fees payable by the provider in accordance with this contract are exclusive of VAT. The provider is obliged to pay this tax due on the corresponding amounts. If dcOrbis is required by law or administrative instructions to pay sales taxes, sales taxes, usage taxes or comparable taxes for the provider, the provider will reimburse these taxes to dcOrbis.

(2) VAT on dcOrbis services
If the provider is a company established in the European Union and the provider has provided d cOrbis with its valid sales tax identification number, DcOrbis will not charge sales tax on the fees due in this contract, provided that the provider is not based in Germany and DcOrbis has not provided a sales tax identification number that has been issued by a German authority. If the provider has provided a sales tax identification number, the provider hereby expressly confirm and guarantee:

    a. that the sales tax identification number communicated by the provider has been issued for the company operated by the provider and that this company is located in a member state of the European Union;

    b. that all of its transactions with respect to the platform are completed in the course of business and are actually processed by the company for which the VAT identification number has been issued, which the provider d cOrbis has communicated; and

    c. that the tax identification number and all of its other information true , accurate and up to date and that the provider in the event that this information change, this information without delay d Corbis will update over.

    d. If the provider is a company established in the European Union, but the provider does not have a sales tax identification number from one of the member states of the European Union, all invoices to the provider will be charged with German sales tax by dcOrbis.

    e. dcOrbis reserves the right to request additional information from the provider or from state authorities and offices, as far as legally permissible, as well as to check the validity of any information regarding the provider (including its sales tax identification number) and the provider hereby irrevocably authorizes dcOrbis to request and obtain relevant information from the state authorities and offices. The provider also agrees to provide such information to dcOrbis on request.

    f. In the event that the provider has informed dcOrbis of an invalid sales tax identification number, dcOrbis reserves the right to recalculate the entire sales tax not previously invoiced.

    g. If the provider is a company that is established in a member state of the European Union and if the provider provides dcOrbis with a valid VAT identification number

that has been issued by the authorities of a member state of the European Union , then the provider agrees to receive invoices for the sales tax electronically and in a format specified by dcOrbis and in a transmission channel specified by dcOrbis.

h. If you are a company that has its branch in Switzerland or Liechtenstein and if the provider has given dcOrbis a valid VAT identification number, the provider agrees to issue invoices for VAT electronically and in a format specified by dcOrbis and via a transmission path specified by dcOrbis.

§ 9 Scope of permitted use, rules of conduct, monitoring of usage activities

(1) The right of use is limited to access to dcOrbis Mark tplatz as well as the use of in-dcOrbis Mark tplatz the available services under the provisions of these terms and conditions.

(2) The provider is responsible for creating the technical prerequisites in his area of responsibility for the contractual use of the services (in particular hardware, web browser and internet access). dcOrbis does not owe any advice in this regard.

(3) dcOrbis advises the provider that usage activities can be monitored within the legally permissible scope of the Telemedia Act (TMG) and the applicable data protection regulations, or that dcOrbis may have a legal obligation to do so. This may also include the logging of IP connection data and its evaluation if there is a specific suspicion of a violation of the present terms of use and / or if there is a specific suspicion of another illegal act or criminal offense.

(4) In order to be able to fulfill official inquiries or requests for information, to protect the dcOrbis systems and their users (customers and providers) or to ensure the operation of the business or the systems used, dcOrbis may access all information that dcOrbis considers necessary or appropriate consider z. B. Access the contact details of the users, IP addresses and traffic information, usage histories and posted content, and save them within the scope of the legal possibilities and disclose them.

§ 10 Protection of content, responsibility for third party content

(1) The content available on the dcOrbis marketplace is largely protected by copyright, trademark and competition law or other property rights and is the property of dcOrbis, the provider or other third parties who have made the respective content available , The compilation of the content in the dcOrbis marketplace is also protected by copyright as such. The provider should these terms and in dcOrbis Mark this content only in accordance tplatz use prescribed framework.

(2) The content available on the dcOrbis marketplace comes partly from dcOrbis and partly from other providers or other third parties. Contents of suppliers , providers and other third parties are collectively referred to as "third-party content".

(3) dcOrbis does not check the completeness, correctness and legality of third-party content and therefore assume no responsibility or guarantee for the completeness, correctness, legality and timeliness of the third-party content. This also applies to the quality of the third-party content and its suitability for a specific purpose.

§ 11 Right to use content available on " dcorbis.com "

(1) Unless further use is expressly permitted in these terms of use or made possible in the dcOrbis marketplace by a corresponding functionality (e.g. download button),

    a. may the provider in the dcOrbis-M arktplatz use content available exclusively for its own internal business purposes purpose of the contract. Commercial use of the available content is strictly prohibited. This right of use is limited to the duration of the contractual use of the dcOrbis marketplace;

    b. The provider is prohibited from editing, changing, translating, presenting or demonstrating, publishing, exhibiting, reproducing, reproducing or distributing the content available in the dcOrbis marketplace in whole or in part. Likewise, it is forbidden to remove or change copyright notices, logos and other characteristics or protective notices.

(2) To download content ("Download"), and for A usdrucken content is provider only rights to the extent, or to download or to print as functionality (eg via a download button) is available.

(3) The provider receives a perpetual and non-exclusive right to use the properly downloaded or printed content for their own purposes. Insofar as the content is provided to the provider against payment, another prerequisite for this granting of rights is the full payment for the respective content. Otherwise, all rights to the content remain with the original rights holder.

(4) The mandatory legal rights (including reproduction for private and other personal use according to §53 UrhG) remain unaffected.

§ 12 rights of use provider content / dcOrbis logo and materials

The supplier grants dcOrbis for the duration of the contract, a royalty-free, non-exclusive right to use all through i hn set at dcOrbis materials (images, videos, text, files, etc.). However, dcOrbis will not change any of its brands so that it no longer corresponds to the form provided by the provider (with

the exception of size adjustments as long as the relative proportions remain the same). dcOrbis will comply with any requests from the provider to stop using its materials for certain types of use. Notwithstanding the above regulation, dcOrbis is not prevented from using the provider's materials to the extent that such use is possible without a license from the provider in a legally permissible manner without his consent. dcOrbis grants the provider a free, non-exclusive right to use the dcOrbis logo and any presentation materials for the duration of the contract. However, the provider will only use the logo in such a way that it always corresponds to the form provided by dcOrbis (with the exception of size adjustments as long as the relative proportions remain the same). The provider will comply with any requests from dcOrbis to stop using its materials and logos for certain types of use. Notwithstanding the above provision, the provider is not prevented from using the materials from dcOrbis without his consent to the extent that such use is possible without a license from dcOrbis in a legally permissible manner.

§ 13 prohibited activities

(1) The services available on the dcOrbis marketplace are exclusively intended for internal use by the provider. The illicit use, including recycling of about dcOrbis-Mark is one tplatz available services and content for a fee.

(2) The provider is prohibited from any activity on or in connection with the dcOrbis marketplace that violates applicable law or violates the rights of third parties.

(3) Any action that is likely to impair the smooth operation of " dcorbis.com " , in particular to put excessive strain on dcOrbis' IT systems, is also prohibited.

§ 14 confidentiality, **personal data, unauthorized use of customer data**

(1) By using the platform, the provider may receive confidential information. He agrees that during the term of this contract and for a further two years after its termination, all confidential information remains the sole property of dcOrbis and will only be used to the extent that is absolutely necessary for the use of the platform by the provider.

(2) Personal customer data always remain the property of the respective customer.

(3) The provider will not make confidential information accessible to third parties, unless the provider is obliged to do so by law or by official instructions. The provider will take all reasonable measures to protect confidential information against use or disclosure.

(4) The supplier shall keep confidential information only as long as is required to participate in the platform or to legal n obligations comply. Confidential information must be destroyed immediately after the termination of this Agreement, at the latest, however, when it is no longer legal to fulfill obligations are needed.

(5) dcOrbis is responsible for all personal customer data collected through the platform. The provider is responsible for the personal customer data required for the completion of transactions. The provider will not use personal customer data (including contact information) for purposes other than to perform transactions or customer services that are directly related to the platform and will only use this data in a manner that is compatible with applicable legal requirements.

(6) In contrast to the post-contractual confidentiality obligation, the provider will treat personal customer data as confidential for an unlimited period of time.

§ 15 limitation of liability

(1) In the context of the use of the services in the dcOrbis marketplace, dcOrbis is only liable in the event of slight negligence for foreseeable, typically occurring damage from the breach of an essential contractual obligation. S it is not affected by damage to life, limb or health or guarantees or claims under the Product Liability Act. Liability for the violation of obligations, the fulfillment of which enables the proper execution of the user relationship at all and the compliance of which the provider can regularly rely on, remains unaffected. The same applies to breaches of duty by our vicarious agents.

(2) Insofar as the liability of dcOrbis is excluded or limited according to these provisions, this also applies to the liability of the organs and vicarious agents of dcOrbis, in particular the employees of dcOrbis.

(3) Force Majeure

dcOrbis-like t not for delayed or omitted fulfill their obligations under this contract due to reasons or events that are beyond the reasonable control of dcOrbis.

§ 16 exemption

(1) Exemption obligations of the provider
The provider undertakes dcOrbis and their respective officers, directors, employees and agents from all n claims n of third parties, losses, damages, settlements, costs, expenses or other liability and hold harmless, resulting from:

   a. The violation of an assurance or guarantee made by the provider.

   b. Failure to comply with applicable laws by the provider.

   c. Taxes and duties of the provider, their transfer and payment, or non-fulfillment of the tax reporting obligations.

d. Direct services of the provider such as products, offers, sales, fulfillment, reimbursement or cancellation and all related property damage, financial loss and personal injury including deaths;

(2) dcOrbis exemption obligations
dcOrbis undertakes to indemnify the provider, its executives, board members, employees and representatives from all claims by third parties which result from dcOrbis' failure to comply with the applicable laws.

§ 17 changes in services, price changes

(1) dcOrbis is entitled at any time to change services provided free of charge in the dcOrbis marketplace, to make new services available free of charge or against payment and to cease the provision of free services. dcOrbis will take into account the legitimate interests of the providers.

(2) In each change notification, the provider is separately informed of the consequences of the change and his right to object and / or cancel.

§ 18 bypassing the platform

Used the provider of dcOrbis the seller forwarded customer information, except to the under secrecy I. § 14 purposes, in particular for bypassing the platform and processing transactions outside the platform, or for actively addressing customers that is not directly related to a transaction made by the customer, dcOrbis is entitled to immediately cease all services to the provider, restrict access to the platform and extraordinarily terminate the contract, including all attachments and other agreements.

§ 19 General provisions

(1) Detailed information on dcOrbis as operator of " dcorbis.com " can be found in the imprint.

(2) German law applies to the exclusion of German i NTERNATIONAL private law and the UN purchasing law.

(3) If the provider is a merchant, the exclusive place of jurisdiction is the seat of dcOrbis. However, dcOrbis is also entitled to choose to sue at the supplier's place of business.

(4) Messages from d Corbis an de n done provider through publication in the dashboard of the supplier, by sending an e-mail, a fax or a comparable n way. The provider will all messages, or messages, by sending an e-mail, a fax or a comparable n transmit path.

(5) Should a provision of these terms of use be or become ineffective, the effectiveness of the remaining provisions remains unaffected. In such a case, the parties are obliged to cooperate in the creation of provisions that legally validly achieve the result that comes as close as possible to the ineffective provision. The above applies accordingly to closing any contractual gaps.

II. Participation in the platform

§ 1 dcOrbis websites and platform

dcOrbis has the right to the design, the content, the operation and the availability of its website, the product range and the products or Leistungen and all aspects of the platform, including its use to determine same.

§ 2 products and product information

When posting products or services, the provider will provide exact and complete required product / service information for each product or service. The provider must update information immediately if necessary to ensure that correct and complete information is available at all times. The provider will also ensure that the materials, products or services and offers comply with the relevant and applicable legal provisions and do not violate any third party rights, regardless of their form.

The provider must provide at least the following information about his products or services:

(1) Product / service description, availability and, if necessary, options;

(2) assignment to the product / service categories specified by dcOrbis;

(3) Images that represent the respective product or service, optional product / service videos;

(4) purchase price / service price;

(5) shipping and handling costs for products (with our standard functionality);

(6) all statutory details such as terms and conditions, Haftungsau s finals, delivery, etc., which are in direct connection with the Offer;

(7)   applicable requirements / prerequisites or other terms and conditions that the customer should be aware of before ordering the product or service;

(8)   the trademark (if applicable);

(9)   the model name (if applicable);

(10) a list of the most important specifications, in particular the specification of the technical and performance-related specifications, which are specified by dcOrbis under product properties;

(11) other information requested by dcOrbis (e.g. on the condition of used or refurbished products).

dcOrbis reserves the right to stop transactions, delete discontinued products or services, suspend or restrict access to the platform in order to restrict access to incorrectly categorized products or services, illegal products or services.

§ 3 prices excluding sales tax including customs and other duties

The provider agrees that the price shown for his products / services is exclusive of VAT. Customs fees or other taxes that have to be paid in connection with this sale must be included in the price, contrary to the sales tax.

§ 4 presentation and promotions

dcOrbis will display the provider's products / services on the dcOrbis website and carry out promotions for the provider's products / services. These promotions can be carried out via the dcOrbis website as well as all other functions of the platform or other measures in connection with the dcOrbis website.

§ 5 ratings

dcOrbis offers functions with which the products / services and / or the performance of the provider can be evaluated or customers can make a corresponding evaluation. The provider expressly agrees that dcOrbis may make reviews and feedback publicly available.

§ 6 shipping and handling fees

Where applicable, the provider determines the shipping and processing fees for the products using the dcOrbis standard shipping functionality. The provider must set corresponding fees for each country to which he sends.

§ 7 sale and fulfillment

Products are provided by the provider in accordance with the order information applicable to the respective order, this contract and in accordance with all other relevant provisions and information that the provider provided, sold, fulfilled and transported at the time of the order and which was presented on the dcOrbis website and delivered.

The provider is solely responsible for performing and performing these actions and bears all associated risks and costs. D He provider in order not to loose in the processing of orders per day to retrieve the appropriate ordering information in the provider dashboard or at least once to make sure the monitoring of his mail accounts, which the order confirmations has been set for the shipment.

The provider will only cancel transactions if this is absolutely necessary and insofar as this is permitted by his general terms and conditions or delivery terms as presented by the provider on the dcOrbis website at the time of the order.

The provider will provide dcOrbis with information on the status of the order, fulfillment and shipping (if applicable). Corresponding processes and functions apply in accordance with Appendix 3 - Order processing.

dcOrbis is entitled to make this information publicly available or to make it available to the buyer.

The supplier must enclose a delivery note corresponding to the order with each delivery and send the customer a VAT invoice.

§ 8 non-performance, product liability

The provider is solely responsible for non-performance, non-delivery, incorrect delivery, theft or other actions that are connected with the fulfillment and delivery of his offered products and services. This does not apply if processing errors are due to the fact that dcOrbis did not forward the necessary order information to the provider in the same way that dcOrbis received this information from the customer.

The provider is liable within the framework of the statutory regulations, in particular, but not exclusively, in accordance with the Product Liability Act for all defects or defects in the products.

§ 9 suggestions and other information

If the provider sends dcOrbis suggestions, comments, ideas, improvements or other forms of feedback or materials in connection with or in relation to the dcOrbis platform, the provider

irrevocably grants dcOrbis, if this is necessary and legally permissible, a free right of use and one worldwide license for these proposals or ideas for the duration of protection of the underlying rights.

Appendix 1 - PPT detailed functions

Appendix 2 - Selection and PPT service packages

Appendix 3 - **Order processing**:

(1) dcOrbis automatically creates an order after the purchase or order has been placed by the customer. Both the customer and the provider receive an email confirmation with the content of the mediated service and the respective price information. The provider also receives all relevant customer data via the dashboard, which are necessary for the processing of the order.

(2) One of order following can statuses are assigned:

    a. Open
    New orders always have the status Open, so the order has not yet been processed.

    b. Processed
    The order was accepted by the provider and is currently being processed.

    c. Ready to Ship
    The order was accepted by the provider, was ordered by the provider and will be sent to the customer after the goods have arrived.

    d. Complete
    The order was processed in full, invoicing and shipping (where applicable) were initiated, the customer's payment was received.

    e. Declined
    The order was rejected by the provider.

    f. Canceled
    The order was canceled by the provider or the buyer.

    g. Call waiting
    The customer is asked s to report I offered.

    h. Incomplete
    The order is incomplete, the necessary information is still missing.

Customers automatically receive an email with the corresponding content whenever they change their status.

(3) processing
A new order appears in the provider dashboard with the status "Open".

After accepting the contract by the provider, the provider must assign in accordance with the appropriate status and the customer a binding order confirmation the status of the order send.

After the order has been fully processed, the status of the order must be changed to " Complete".