

## **Terms & Conditions for “Ratenkauf” by easyCredit**

### **I. Terms & conditions**

#### **1. Scope and general terms of use**

The following terms and conditions shall apply between you and the retailer for all contracts concluded with the retailer for which “Ratenkauf” by easyCredit (hereinafter referred to as “Ratenkauf”) is used.

In the event of dispute the general terms and conditions contained herein shall take precedence over any general terms and conditions of the retailer.

A “Ratenkauf” shall only be made available to customers who are deemed to be consumers according to § 13 BGB (the German civil code) and are aged 18 or over.

#### **2. “Ratenkauf”**

The retailer, with the support of the TeamBank AG Nürnberg, Beuthener Straße 25, 90471 Nürnberg (hereinafter referred to as TeamBank AG), shall provide “Ratenkauf” as a further payment option for your purchase on the internet.

The retailer shall be entitled to determine your credit worthiness. For further details please refer to the “Ratenkauf” data protection provisions (see below, figure II). In the event that the use of “Ratenkauf” is not possible due to insufficient credit worthiness or turnover limitations on the part of the retailer, the retailer shall be entitled to offer you an alternative payment option.

The contract for a “Ratenkauf” shall be concluded between you and the retailer. By using “Ratenkauf” you choose to pay the purchase price in monthly instalments. For an agreed fixed duration, monthly instalments shall be paid. In certain circumstances, the final payment may differ from the previous instalments. The goods shall remain the property of the retailer until payment has been made in full.

The receivables accrued through the use of „Ratenkauf“ shall be assigned to the Teambank AG in the form of an ongoing factoring agreement. Payments leading to a discharge of the debt may only be made to the Teambank AG.

#### **3. Payment of Instalments by SEPA Direct Debit**

Through the SEPA direct debit mandate issued with the “Ratenkauf” you authorise the Teambank AG to debit the outstanding payments from the current account indicated during the order process held at the bank specified by way of SEPA direct debit.

The Teambank AG shall give notice of the direct debit by e-mail at the latest one calendar day before the direct debit is due (pre-notification). The direct debit shall be executed no earlier than the date indicated in the pre-notification. The transaction can be carried out after but near to the due date.

If there is a reduction in the purchase price (e.g. through customer credit) between the pre-notification and the due date, the amount debited may differ from the amount stated in the pre-notification.

You are responsible for ensuring that your current account holds sufficient funds at the time that the payment is due. Your bank is not obliged to honour the direct debit in the event that your current account does not hold sufficient funds.

If, due to a lack of funds held in the current account, an unjustified refusal by the account holder or account closure, the direct debit is returned, you shall be, without further

reminders, deemed to be in default, unless the direct debit was returned in circumstances for which you were not liable.

The charges resulting from a returned direct debit shall be passed on to you and shall be settled by you.

In the event of default, the TeamBank AG shall be entitled to charge an appropriate reminder fee or interest on arrears at a rate of five percentage points higher than the base rate of the European Central Bank.

Due to the high costs associated with returned direct debits, we ask you not to refuse direct debits in the event of withdrawal from the purchase contract, returning the product or making a complaint. In such cases a reverse transfer will be made in agreement with the retailer or the account will be credited.