

## **Supplementary General Terms and Conditions for 'easyCredit-Ratenkauf'**

## 1. Scope and General Terms of Use

The following supplementary General Terms and Conditions apply between you and the merchant for all contracts with the merchant where the 'easyCredit-Ratenkauf' installment purchase solution ('Ratenkauf') is used.

In the event of conflict, the supplementary Terms and Conditions take precedence over the merchant's general terms and conditions.

Ratenkauf is available only to customers who are consumers as defined in section 13 of the German Civil Code (BGB) and are over the age of 18.

## 2. Ratenkauf

With the support of TeamBank AG Nuremberg, Beuthener Strasse 25, 90471 Nuremberg, Germany ('TeamBank AG'), the merchant can offer you Ratenkauf as an additional payment option for your purchase.

The merchant reserves the right to check your credit status. For more details, please see the Ratenkauf data protection notice when you place your order. If Ratenkauf cannot be offered because of your credit status or because the merchant's revenue limit has been reached, the merchant reserves the right to offer you an alternative payment option.

The Ratenkauf contract is formed between you and the merchant. There is no cash payment with Ratenkauf; you choose to pay off the purchase price in monthly installments. Payments are made every month for an agreed term, whereby the final installment may be different to the previous installments. Ownership of the goods is not transferred until the purchase price has been paid in full.

The receivables arising through the use of Ratenkauf are assigned by the merchant to TeamBank AG under a rolling factoring contract. Only payments made to TeamBank AG have the effect of discharging the debt.

The merchant is not subject to any supervision by a regulatory authority other than the general supervisory authority for businesses (*Gewerbeaufsicht*). Complaints can be sent to the merchant by letter or email.

## 3. Payment of Installments by SEPA Direct Debit

Through the SEPA direct debit mandate issued with Ratenkauf, you are authorizing TeamBank AG to collect the payments due as a result of the installment purchase from the current account you specified during the order process at the named bank by means of a SEPA direct debit.

Payments will be collected no sooner than on the date specified on the pre-notification. Payments may also be collected shortly after that date.

If the purchase price is reduced between the pre-notification and the due date (e.g. due to amounts being credited), the debited amount may differ from that stated in the pre-notification.

You must ensure that your current account contains sufficient funds at the time the payment is due. Your bank is not required to honor the direct debit request if your account does not contain sufficient funds.

If the direct debit is returned due to insufficient funds in the current account or an unjustified rejection by the account holder, or because the current account has been closed, you will be in default (without separate demand notice), unless the direct debit is returned due to circumstances beyond your control.





Costs charged to TeamBank AG by your bank for a direct debit returned for reasons for which you are responsible may be claimed from you by TeamBank AG as damages and must be reimbursed by you. You are entitled to show that TeamBank AG suffered a smaller loss or no loss at all.

If you are in default, TeamBank AG is entitled to charge a reasonable fee for each demand notice or default interest in the amount of five percentage points above the prevailing base rate of the European Central Bank.

Because of the high costs associated with a returned direct debit, we would ask you not to reject the SEPA direct debit if you cancel the contract, return the goods or make a complaint. In these cases, the payment is reversed in agreement with the merchant by means of a reverse transfer of the relevant amount or in the form of a credit note.

