

General Terms and Conditions of the Trusted Shops Guarantee

§ 1 Subject matter of the Trusted Shops Guarantee

1. Atradius shall, following an examination of the credit-worthiness of the online shop on its behalf, assume responsibility for providing cover for on-line business transactions conducted via the Internet in that, at their request, it shall, given the fulfilment of the prerequisites stipulated in § 2, no. 3, undertake *vis-à-vis* on-line customers to render payments.
2. Trusted Shops GmbH, Cologne (hereinafter referred to as Trusted Shops), shall assume the responsibility for the conclusion and implementation of the Trusted Shops Guarantee Agreement and the administration of the Trusted Shops Guarantee in the name and on behalf of Atradius.

§ 2 Scope of the assumption of liability

1. Atradius shall grant the online shop a limit up to the amount of which a Trusted Shops Guarantee shall be offered. In each case, the confirmed covers in force shall be offset against such limit.
2. Atradius shall, in the event of an increase of risk or the existence of information indicating a deterioration of the credit-worthiness of the online shop, or on other grounds which it considers justified, be entitled to restrict the limit of the Trusted Shops Guarantee for the future. Upon the conclusion of this Agreement, the online shop shall, until further notice, be granted the limit which is stipulated in the Trusted Shops Guarantee Agreement. As soon as 70 % of this limit has been exhausted, Trusted Shops shall, in collaboration with Atradius, endeavour to arrange for a suitable adjustment of the same. This might be contingent upon a re-examination of the credit-worthiness of the online shop pursuant to § 3.
3. By means of this Trusted Shops Guarantee, Atradius shall guarantee an on-line customer that it shall reimburse their advance payment in those cases stipulated in the Guarantee Bond (Appendix TS-GBO).
4. Should an on-line customer fail to meet a deadline through no fault of their own, Atradius shall, nevertheless, be entitled to regard such deadline as observed.

§ 3 Prerequisites for the assumption of liability

1. In order to enable Atradius to conduct an adequate credit-worthiness check prior to assuming the liability risk, the online shop shall apprise Atradius of its banking connection details and authorize the same to obtain information from the bank. In the event that such information should be inadequate for the purposes of a concluding assessment and underwriting the required limit, the online shop shall, upon request, submit other documents to Atradius, such as, if applicable, its last two sets of annual accounts and, if necessary, explain such documents and the development of business activity since the most recent balance sheet date. During the term of the Agreement the online shop shall then, on an unsolicited basis, also submit to Atradius its subsequent sets of annual accounts.
2. During the term of the Agreement the online shop shall, on an unsolicited basis, additionally apprise Atradius of all key changes which may have an important bearing on its credit-worthiness, e.g. a change of shareholder, capital changes and the cancellation of credit lines, etc.
3. During the term of the Trusted Shops Guarantee Agreement, Atradius shall, at any time, be entitled to request information on the online shop's current business development and on other circumstances which it considers to be important for credit appraisal purposes.
4. Atradius shall additionally undertake to treat confidentially all the information, data and documents which it receives from the online shop in connection with the Trusted Shops Guarantee Agreement and to utilize such information, data and documents exclusively for the purpose of the credit-worthiness check.

§ 4 Execution of commissions for the provision of cover

The following shall apply to accepting, modifying and settling Trusted Shops Guarantees:

1. *The online shop*
 - a) shall, as long as the prerequisites for the acceptance of liability on the part of Atradius are fulfilled, be entitled to offer on its Web site to provide cover for on-line business transactions on the part of its customers without any additional charges for the customers;
 - b) shall, for the term of the Agreement, undertake to observe the "Terms and conditions of utilization" stipulated in § 2, paragraph 5 of the General Terms and Conditions of Membership (Appendix TS-GTM);
2. *Atradius*
 - a) shall maintain an account for the online shop which shall furnish information on the utilization of the limit of the covers for on-line business transactions;

- b) shall enter the guarantees into the above-stated account with effect from the date of issue. Guarantees shall be eliminated from the account upon the expiry of a period of time of forty-four or seventy-four calendar days with effect from the receipt of an order by the online shop unless the on-line customer concerned indicates the possible assertion of a claim on their part.

§ 5 Assertion of claims

1. *The online shop*
 - a) shall, with the due care and diligence of a prudent businessman and at its expense, initiate all the measures which are suitable for the purpose of avoiding the occurrence of an incidence of prejudice;
 - b) shall, in the event that a claim should nevertheless be asserted against Atradius,
 - within five working days, furnish, in suitable form, evidence that delivery has been effected;
 - in the case of deliveries of goods, furnish information as to whether or not the object of purchase which was delivered was returned within the period of time stipulated in the purchase agreement;
 - c) shall, in the event that a claim should be asserted against Atradius, upon request furnish all the documents and information which are necessary for the purpose of settling such claim, including but not limited to exact information on the delivery date, written delivery or refund records, and proof of the use of the goods.
2. *Atradius*
 - a) shall, in the event of a claim being asserted against it, be entitled to effect payments without needing to check whether or not the online shop is entitled to lodge pleas or objections against such claim;
 - b) shall, in the event of a claim being asserted against it, be entitled to refund the remaining amount of the purchase price if the customer disputes that a loss of value has occurred due to the use of the goods;
 - c) shall notify a customer for whom cover is provided of any proviso on the part of the online shop which may obtain;
 - d) may effect payment to that party who, following careful examination, it is able to consider to be entitled to receive such payment;
 - e) shall, in the event of a payment, apprise the online shop of such circumstance without delay.

§ 6 Recourse arrangements

The online shop shall, any more far-reaching compensation claims, including costs, notwithstanding, place at the disposal of Atradius the payments which have been effected by the same on the basis of the Trusted Shops Guarantee. Atradius shall, in each case, invoice the online shop for the payments which it has effected on the last day of a month in conjunction with a detailed schedule. The online shop shall pay interest of 7 % on the advance payments made by Atradius with effect from the date upon which they were made by Atradius until such time as they are reimbursed by the online shop. In addition, Atradius may, with effect from the assertion of a claim under a guarantee, request that the online shop furnish the relevant funds.

The online shop shall refund to Atradius all the costs of prosecuting legal actions and any other costs which Atradius incurs in consequence of claims being asserted by on-line customers under Trusted Shops Guarantees.

§ 7 Premium

1. The online shop shall pay the premium stipulated in the Guarantee Agreement. The amount of such premium shall be predicated upon the online shop's probable annual turnover at the beginning of the contract year which such online shop truthfully stated in the Guarantee Agreement.
2. At the end of a contract year in each case, the online shop shall, on an unsolicited basis, furnish information on the turnover which it actually generated in the contract year. In the event that the actual turnover should differ from the probable turnover underlying the calculation of the premium by more than 10%, a percentage back payment to the amount of the actual difference shall be effected for the contract year which has ended. Atradius may set the premium thus calculated for the contract year which has ended as the new premium for the following year.

§ 8 Agents

In case the online-shop is not the contracting party to the delivery or service agreement with the customer but acts as an agent, the online-shop shall ensure that the contracting party to the delivery or service agreement (provider) will fulfil the prerequisites stipulated in § 5. In the event

that Atradius effects payment to a provider's customer according to § 5, paragraph 2, Atradius may invoice the online shop for such payments according to § 6.

§ 9 Termination of the Agreement

1. The Trusted Shops Guarantee Agreement shall expire automatically upon the termination of the Membership Agreement between the online shop and Trusted Shops GmbH.
2. The contracting parties shall have the right to cancel the Agreement without notice on cogent grounds. A cogent ground for cancellation without notice on the part of Atradius shall particularly obtain in the event that
 - a) the online shop should not, within seven calendar days of receiving notification of such payments, refund payments which Atradius has effected on the basis of the assertion of claims by on-line purchasers, including the associated costs and interest (§ 6); or
 - b) the online shop should have furnished false information to Atradius with regard to the appraisal of its credit-worthiness unless such false information was not predicated upon wilful intent or gross negligence; or
 - c) the assets of the online shop should, in the estimation of Atradius, be at considerable risk or suffer considerable deterioration, or Atradius should become cognizant of the materialization of such a risk or deterioration, or should the online shop become insolvent within the purport of the Insolvency Decree.

The online shop shall also be liable for claims which are asserted under the Trusted Shops Guarantees which are still in force after the expiry of the Guarantee Agreement.

§ 10 Liability on the part of Atradius

Atradius shall only be liable *vis-à-vis* the online shop for wilful intent and gross negligence, though not for any incidences of prejudice which are co-occasioned by war, warlike events, terrorist attacks, civil commotion, strike, confiscation, impediment to trade and payment transactions by Acts of God, natural catastrophes or nuclear energy.

§ 11 Concluding provisions

Any alterations or additions to the Trusted Shops Guarantee Agreement shall only be valid insofar as they are stipulated in an appendix or have been confirmed in writing by Atradius in another form. Verbal ancillary agreements shall not be valid. Declarations of intent and notifications shall be required to be in writing.

1. German law shall apply to the Trusted Shops Guarantee Agreement.
2. The place of fulfilment and the place of jurisdiction shall be Cologne.
3. The online shop may address complaints to the Federal Supervisory Office for Insurance, Graurheindorfer Strasse 8, D-53117 Bonn.