

§ 1 General

(1) Our offers are exclusively directed at entrepreneurs within the meaning of § 14 BGB, i.e., any natural or legal person or a legal partnership acting in the exercise of their independent professional or commercial activity when concluding a legal transaction.

(2) These terms and conditions apply exclusively to all, including future, offers, deliveries, and services of GSM World Limited (hereinafter "GSM World Limited" or "we"). They also apply, insofar as the customer is a merchant in the sense of the HGB, to all future business relationships, even if they are not expressly agreed upon again. The type and scope of the respective performance owed will be agreed upon by separate contract.

(3) Deviating terms of the customer only become effective through our written confirmation. Employees of GSM World Limited are not authorized to make oral side agreements or give oral assurances that go beyond the content of the respective contract, including these terms and conditions.

§ 2 Subject of the Contract

We provide all services exclusively based on the provisions of this agreement and the respective individual contract concluded for each service.

§ 3 Conclusion of the Contract

(1) Customer orders represent a binding offer to us to conclude a contract. Orders are only binding regarding scope and content according to our written confirmation. A contract is concluded only when we accept the binding order of the customer by issuing the invoice or by confirming acceptance to the customer in text form through a separate notification. We are entitled to accept the customer's contractual offer within 2 days of receipt.

(2) For an offer through our own online shop, the following applies:

- a) The customer's order represents a binding offer to us to conclude a contract. By placing the order, the customer declares their intention to purchase the ordered goods.
- b) A copy of the order data is sent to the customer with the order confirmation email, which can be saved. This confirmation does not constitute acceptance of the offer.
- c) A contract is only concluded when we accept the binding order of the customer by issuing the invoice. Acceptance of the order occurs no later than within 2 days.

§ 4 Language of the Contract and Storage of the Contract Text

(1) The language of the contract is english.

(2) The purchase contract will be stored by us until the complete settlement of the purchase transaction. At the customer's request, we will send a copy of the data of their order, as long as the order has not yet been completed. After complete delivery of the ordered goods, the order data will be deleted subject to statutory retention periods.

§ 5 Prices / Payment Terms

(1) The stated prices are for deliveries from stock excluding packaging and freight costs, plus the statutory VAT.

(2) Our invoices are payable, unless otherwise agreed in writing, within 3 days from the invoice date without deduction, irrespective of the receipt of the goods.

(3) The customer is not entitled to a right of retention unless it is based on the same contractual relationship. Bills of exchange, checks, and other payment documents are only accepted for payment and without guarantee for protest and only under the condition of discountability.

(4) If we become aware of circumstances indicating the customer's low creditworthiness, we are entitled, even after the conclusion of the contract and beyond § 321 BGB, to demand immediate adequate security or payment of the claims. If the customer defaults on part of their obligations, we are entitled to declare all our claims immediately due and to demand the return of the goods delivered under retention of title as security. Subject to asserting further rights, we are entitled to charge default interest of 9% above the respective base interest rate in the event of default.

§ 6 Delivery

(1) The delivery dates and deadlines confirmed by us are determined based on the respective delivery situation and to the best of our knowledge. Delivery dates and deadlines are only binding if confirmed by us in writing. The agreed delivery period begins on the day when written agreement on the order between the customer and us is available. It is considered met with the timely notification of readiness for shipment. It is extended, regardless of our rights due to the customer's default, by the period during which the customer is in default with their obligations under this contractual relationship.

(2) If a binding delivery time has been specified or agreed upon and we cannot meet it unexpectedly, we will promptly inform the customer of the delivery delay. If known to us, the new delivery date will be provided in this notification. If the delay is due to circumstances for which we are responsible, the customer is free to wait for the goods or to cancel the order. In the case of cancellation, any performance already made will be refunded immediately. Force majeure, strikes, unforeseeable inability on our part or that of our suppliers, and adverse weather conditions do not constitute grounds for which we are responsible under the preceding sentence and extend the delivery period by the duration of the obstruction.

(3) If we do not or do not properly deliver the goods, the customer is obliged to grant us an extension of time to effect the performance. Otherwise, the customer is not entitled to withdraw from the contract.

(4) With the dispatch of the goods, the risk passes to the recipient, even if delivery free of charge has been agreed and even if the dispatch does not take place from the place of performance according to these provisions. Transport insurance is only carried out at the express request and expense of the customer. If the goods are ready for shipment and the acceptance or dispatch is delayed for reasons not attributable to us, the risk passes to the customer upon receipt of the notification of readiness for shipment. Ready deliveries must be accepted no later than 8 days after the date of the notification of readiness for shipment. If the customer does not accept the goods after this period, even within a grace period set by us, or refuses acceptance seriously and definitively, we can claim damages for additional expenses or storage costs incurred or withdraw from the contract in whole or in part.

§ 7 Limitation of Liability

(1) GSM World Limited shall not be liable for any damages incurred by the customer or third parties through the use of delivered mobile phone accessories, spare parts, or smartphones, unless such damages are due to gross negligence or intent on the part of GSM World Limited.

(2) GSM World Limited's liability in any case is limited to the value of the relevant deliveries. This

does not apply to damages arising from injury to life, body, or health, or damages resulting from gross negligence or intentional breach of duty by GSM World Limited.

(3) GSM World Limited is not liable for indirect or consequential damages, unless these arise from gross negligence or intent on the part of GSM World Limited.

(4) If GSM World Limited's liability is excluded or limited, this also applies to the personal liability of its employees, representatives, and agents.

§ 8 Warranty

(1) If the delivered goods are defective, the customer is entitled, within the framework of legal provisions, to request subsequent performance in the form of remedying the defect or delivering a non-defective item. If subsequent performance fails, the customer is entitled to reduce the purchase price or withdraw from the contract. The prerequisite for any warranty rights is that the customer fulfills all examination and notification obligations according to § 377 HGB, if the customer is a merchant. In particular, the buyer must report all defects to us within seven working days of receiving the goods. After the deadline, the goods are deemed approved.

(2) The statute of limitations for warranty claims regarding the delivered goods is three months from the receipt of the goods, except in cases of claims for damages. Claims arising from injury to life, body, or health that are based on intentional or negligent breaches of duty by us or our legal representatives or agents, as well as claims arising from other damages due to intentional or grossly negligent breaches of duty by us, our legal representatives, or agents, remain unaffected. In the case of a claimed defect within the warranty period, the customer must prove that the defect existed at the time of delivery of the goods.

(3) Warranty claims are limited to the subsequent performance of the defective service itself and do not include compensation for consequential damages, removal and installation costs, or costs associated with the installation or commissioning of items delivered in the course of subsequent performance, unless there is intentional or grossly negligent behavior on our part.

§ 9 Retention of Title

(1) Our deliveries are made exclusively under retention of title. The ownership of delivered goods only passes to the customer when all claims from the business relationship have been settled, even if payment for certain specified goods has been made.

(2) In the case of ongoing accounts, the reserved ownership right serves as security for the balance claim. The processing of goods supplied by us is always done on our behalf, without us incurring any liabilities from this. If the goods supplied by us are mixed or combined with other items, the customer already now assigns their ownership and co-ownership rights to us and undertakes to store the new item with commercial care for us. The customer is entitled to resell the goods subject to retention in the regular course of business, provided it is ensured that the claim from the resale passes to us and that the customer makes a written reservation to their buyer that the ownership of these items only passes to their buyer after full payment of this reserved title goods to us. The transfer of ownership to the buyer is not dependent on the full settlement of all claims from the business relationship.

(3) The customer must immediately inform us of any seizure of the goods or any other legal or actual interference by third parties.

(4) If the customer sells the goods, regardless of their condition, they hereby assign to us from now until the complete settlement of all our claims any claims arising from the modification or sale against their buyer up to a maximum amount of 110% of our claims. Claims arising from industry-standard retention of title to third parties are excluded from this assignment. If the sum of the

customer's receivables exceeds the maximum amount covered by the assignment, the assignment extends to receivables in the chronological order of their occurrence. The customer is authorized to collect the assigned receivables at any time upon revocation. They are obliged to keep the collected amounts separately for us and to forward them immediately to us. If and to the extent that the receivables assigned to us do not reach the amount of 110% of our claims against the customer, the customer assigns their current and future claims, regardless of the legal basis, to us up to the aforementioned maximum amount and authorizes us to collect and subsequently offset these claims as long as and to the extent that we have claims against the customer.

§ 10 Liability

(1) We are fully liable according to legal provisions for damages to life, body, and health resulting from negligent or intentional breaches of duty by us, our legal representatives, or agents, as well as for damages covered by the Product Liability Act. For damages not covered by the first sentence and based on intentional or grossly negligent breaches of contract or fraudulent conduct by us, our legal representatives, or agents, we are liable according to legal provisions. For damages based on the absence of a guaranteed quality but not occurring directly to the goods, we are only liable if the risk of such damage is clearly covered by the quality guarantee.

(2) We are also liable for damages caused by simple negligence, insofar as these damages result from the violation of rights that are to be granted to the customer according to the content and purpose of the respective contract and/or if the damages result from the breach of duties whose performance is essential for the proper execution of the contract and on which the contractual partner regularly relies and is entitled to rely (cardinal duties). Liability for such claims is limited to the typical and foreseeable damage.

(3) Any further liability is excluded regardless of the legal nature of the asserted claim.

§ 11 Data Protection

(1) We observe the rules of data protection laws and also take the protection of personal data seriously in the interest of the customer. Personal data is used solely for processing the customer's order. All customer data is stored and processed by us in accordance with the relevant provisions of the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG).

(2) We do not pass on the customer's personal data, including name, address, and email address, to third parties without the explicit and revocable consent of the customer. Exceptions are service partners who need to transmit data to process the order (e.g., the shipping company tasked with delivery or the financial institution responsible for payment). In these cases, the scope of the transmitted data is limited to the necessary minimum.

(3) Upon full completion of the contract and full payment of the purchase price, the customer's data will be blocked for further use and deleted after the expiration of tax and commercial law regulations unless the customer has explicitly consented to further use of the data.

(4) As a customer, you have the right at any time to request free information about the data stored about you, its origin and recipients, the right to block or delete data, and the revocation of consents granted and the purpose of data processing. You may object to the use of your personal data at any time. Please contact us via email or send your request by post.

§ 12 Final Provisions

(1) The place of performance is Larnaca, Cyprus.

(2) For contracts with merchants, i.e., customers who operate a commercial business, or are

classified as merchants under other legal reasons in the HGB, and with legal entities under public law, Larnaca is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.