

# **BEARING X USER AGREEMENT**

## **FOR TEST AND EVALUATION OPERATIONS**

### **Table of contents:**

- Preamble
- 1. Scope of application and terminology
- 2. Role of BEARING X
- 3. Terms of use
- 4. Termination of the contract of use
- 5. Provision
- 6. Trademark and labeling rights
- 7. Further development and changes to services
- 8. Changes to the rules of conduct
- 9. Revocation instruction
- 10. Exemption
- 11. Limitation of liability
- 12. Responsibility for content
- 13. Data protection

### **Preamble:**

BEARING X is a project of EARLY BRANDS GmbH (hereinafter: "Operator"), Georg-Gröning-Str. 98, 28209 Bremen, Germany, and operates a digital communication infrastructure for direct communication "peer-to-peer" (hereinafter: "BEARING X") between roller bearing traders (hereinafter: "Traders") for testing and evaluation purposes. BEARING X is currently in the technical development and test phase in order to evaluate it and gain initial experience. BEARING X is intended to facilitate the process of buying and selling roller bearings by allowing offers and requests (hereinafter: "orders") from traders to buy and sell roller bearings to be entered on the platform and compared with each other. As soon as a trader decides to buy or sell a particular item, a letter of intent to purchase is concluded between the two parties. BEARING X serves exclusively as a communication channel between the traders, enabling them to offer their goods to each other directly and trade them with each other.

BEARING X is only offered to companies, i.e. commercial or freelance users, and not to private consumers.

The following rules of conduct for participating merchants and their employees (hereinafter: "Users") are the basis for the use of BEARING X and the basis of the contractual relationship between the merchants and the operator of BEARING X.

Status: 01.05.2025

## **1. Scope of application and terminology:**

- 1.1. The subject of this Code of Conduct is the use of the BEARING X platform. The rules of conduct apply regardless of the domains, systems, platforms and devices (e.g. desktop or mobile) on which BEARING X is used.
- 1.2. By using BEARING X, traders declare their agreement with these rules of conduct.
- 1.3. The term "peer-to-peer communication" refers to direct digital communication between at least two parties.
- 1.4. The term "order" refers to an item or several identical items that are requested for purchase or offered for sale.
- 1.5. The term "Bidding Request" refers to "orders" where the price of the item is not visible to other participants and price bids can be submitted.
- 1.6. A "transaction" is understood to be a completed purchase or sale of roller bearings.
- 1.7. A "trade file" is a digital document automatically generated by the transaction in which the contractual conditions for the purchase or sale of items are recorded for the buyer and seller.
- 1.8. The "Marketplace" in BEARING X is a list of all orders, which can be filtered and sorted accordingly.
- 1.9. "Traders" are understood to be entrepreneurs or companies.
- 1.10. The term "user" refers to the person acting on behalf of the merchant.

## **2. Role of BEARING X**

BEARING X enables merchants to offer their items or post requests. Although BEARING X facilitates transactions, BEARING X is neither the buyer nor the seller of these items. BEARING X provides merchants with the communication infrastructure to complete transactions. The contractual relationships concerning the orders placed in the marketplace are only established directly between the merchants, without BEARING X becoming a contractual partner or otherwise assuming obligations within this contractual relationship.

BEARING X shall not be liable for the performance of this contract or for the provision of services by the traders.

BEARING X has no influence on the goods or services offered, their quality or nature, and assumes no liability for them.

- 2.1. **Services:** The service provided by the operator is limited solely to the provision of the BEARING X communication infrastructure. The communication infrastructure is used to exchange messages "peer to peer". Messages in this sense are understood to be orders that can be responded to by accepting the orders and thus with a transaction. Participating companies and their users can decide at their own discretion whether they want to carry out a transaction or not. There is no third party that arranges or accompanies this transaction.

All orders placed on BEARING X can only be viewed by members registered with BEARING X. Non-registered companies have no access to the contents of BEARING X.

**2.2. Individual pricing and mutual exclusion of visibility:** The stored prices of the order can be adjusted individually for each participating retailer in the BEARING X Company Settings. Either a percentage surcharge or a discount can be applied to all items. In this way, percentage surcharges or discounts can be set for individual retailers. Please note: The price setting must be made independently by the users of the distributors in their "Company Settings". As soon as an adjustment has been made, only the adjusted price is visible for the respective distributors. The original price/base price is not visible to other participants. New participating distributors do not have a price adjustment set by default. If two traders do not wish to trade with each other, this can be controlled by activating the "**Blacklist**" function. In this case, each other's stocks on the marketplace are no longer displayed to the other trader, resulting in a mutual exclusion of visibility. Interaction between these two traders via the platform is then no longer possible.

**2.3. Interfaces:** No warranty is given for the compatibility and functionality of the interfaces offered by the operator of BEARING X. This also applies if the user uses the software of third parties whose interfaces are linked to BEARING X.

**2.4. Buying or selling roller bearings by placing orders:** Distributors have the option of placing orders with relevant product information.

- To offer bearings via BEARING X, a user can enter a sales order manually or upload a list of orders via BEARING X.
- To purchase bearings via BEARING X, a user can enter a purchase order manually or upload a list of orders via BEARING X.

Before the user places the order, he confirms the accuracy of the information in the order and, by entering the order, agrees to sell or buy the offered or sought bearings for his company.

Any order that has not resulted in a transaction is automatically deleted after 24 hours at the latest.

**2.5. Buying or selling roller bearings by accepting orders:** Traders have the option of accepting orders placed on the marketplace.

- To buy or sell bearings via BEARING X, a user can accept this sales order on the marketplace.

Before a user accepts an order, he confirms before the transaction that he wants to sell or buy the bearings sought or offered.

As soon as a user has decided on an order and accepts and executes this order, both trading partners are shown a trade file with the contract information as a summary of the transaction. The identity of the buyer and seller of the bearings is also recorded in this file and thus shared with both parties once the transaction has been completed.

After the transaction, the trading partners negotiate further individual contract terms regarding delivery and payment conditions until these are satisfactory for both parties.

The prices applicable in BEARING X must be entered as net prices. I.e. without VAT and without any other taxes and customs duties.

**2.6 Buying or selling roller bearings by bidding request (bid):** Users have the option of buying or selling bearings via BEARING X by submitting or accepting price proposals as bids without the minimum price of the sell order or the maximum price of the buy order being visible. This function is referred to as "Bidding Request":

- To sell roller bearings via BEARING X by bidding, a user can create a bidding request for his items without disclosing his minimum price to potential buyers.
- To buy bearings via BEARING X, a user can call up a bidding request and submit a price proposal (bid) per item.
- To submit roller bearings for purchase via BEARING X, a user can create a bidding request and specify a maximum price for the roller bearing they are looking for.

Before submitting a bid, the user confirms the accuracy of the information entered and agrees to buy or sell the desired quantity of bearings at the proposed price by clicking on the confirmation button.

**2.7 Applicability of the merchant's GTC for transactions:** For purchase and sale transactions via BEARING X, the General Terms and Conditions (GTC) of the respective seller apply, as is customary in the industry. It is the buyer's responsibility to find out about the seller's GTC before making a purchase. Buyers do not always have prior insight into the seller's GTC in the context of an offer or request - especially when a dealer responds to a binding request. In these cases, the contractual terms and conditions are usually sent by the seller with the final order confirmation and can be viewed from this point onwards.

We recommend that buyers contact the respective seller directly if they have any questions about the applicable conditions.

### **3. Terms of use**

**3.1. Restriction to commercial trade:** The services of BEARING X are aimed exclusively at commercial users and not at private consumers. Consumers are prohibited from using the services of BEARING X and its operator and from using BEARING X. By using the services of BEARING X and the operator, users declare that they are entrepreneurs and not consumers. BEARING X and the operator reserve the right to check whether the user is a commercial trader (e.g. checking address data, business registration or VAT identification number).

**3.2. Registration:** A prerequisite for using BEARING X is the registration of the company. Registration takes place via a registration form, which is made available to the trader and which he fills out completely and truthfully and sends to the operator. The merchant is only authorized to use the platform upon confirmation of successful registration by the operator. There is no entitlement to access for participating companies and their users. The operator may refuse or cancel the confirmation of registration without stating reasons.

**3.3. Maintenance and up-to-dateness of data:** It is the merchants' responsibility to exercise the greatest possible care when using access data to BEARING X and to take every measure to ensure the confidential, secure handling of the data and to prevent its disclosure to third parties. The participating companies are responsible for the misuse of access data if they cannot demonstrate and prove that this was not due to their fault. If a company cannot be reached due to incorrect data and the inaccessibility is its responsibility, the resulting disadvantages will be borne by it. The companies and their

users are obliged to inform the operator of BEARING X immediately if there is reason to suspect that a third party has knowledge of access data and/or a user account is being misused.

**3.4. Obligations of traders and users:** The traders and their users guarantee that the information provided by them within and in the context of the use of BEARING X, in particular information on the quality of the roller bearings offered and on delivery, is true, that its content is free of third-party rights and that their actions are legally permissible in accordance with the applicable legal situation.

The companies and their users confirm that they have the necessary authorizations, approvals or similar permits to trade in the respective roller bearings.

The companies and their users are obliged to keep the specified bearing types and quantities in stock in such a way that there are no bottlenecks in the supply of the goods. The right to prior sale is reserved.

Companies and users who contact other participating companies and users directly undertake not to use this contact option for the companies' advertising purposes, not to harass the users contacted in any other way and to use the data obtained exclusively in accordance with the data protection regulations of the European Union currently in force at the time.

Furthermore, distributors and users are required to

- to charge only reasonable packaging and shipping costs, to comply with the processing time (1 working day) and to dispatch the traded bearings as quickly as possible
- ensuring that the traded items are received by the buyer as specified in the trade file with regard to their characteristics such as type, quantity and quality,
- to deal promptly with questions from the trading partner and to solve any problems that arise by mutual agreement,
- behave in a helpful, friendly and professional manner during the transaction process.

All company data stored by the traders on BEARING X, in particular addresses, product descriptions, prices and the VAT identification number (VAT ID), are provided and maintained by the respective traders on their own responsibility. The operator of BEARING X accepts no liability for the accuracy, completeness or currency of this information. It is the responsibility of the participating distributors to independently check all information relevant to them and, if necessary, to coordinate this directly with the respective retail partner.

**3.5. Blocking of companies in the event of violations:** Since the integrity and functionality of BEARING X is of essential importance, companies are excluded from BEARING X for a limited or unlimited period of time if and to the extent that there are concrete indications that these companies violate legal regulations, the rights of third parties, common decency and/or these rules of conduct.

When selecting the sanction to be imposed, the operator of BEARING X will take into account the factual circumstances and legitimate interests of the company concerned in the decision and will also take into account, among other things, whether the misconduct was merely non-culpable or whether the violation was culpable.

**3.6. No waiver:** If a company violates these Terms of Use and the operator of BEARING X does nothing about it, the operator of BEARING X is still entitled to make use of its rights on any other occasion in which the company violates these Terms of Use.

#### **4. Termination of the contract of use**

The contract for the use of BEARING X for testing and evaluation purposes can be terminated by participating companies and the operator of BEARING X at any time by giving notice. Termination by the company, which is not subject to any notice period, is effected by the company requesting the operator of BEARING X to delete its account. The request can be made by telephone on +49 (0) 421 322 54 350 or by e-mail to team@bearingx.io. BEARING X shall be terminated by e-mail to the e-mail address provided by the merchant in its company data.

Good cause for termination on the part of the BEARING X Operator exists in particular if:

- the participating company commits serious breaches of duty against the law or these rules of conduct,
- insolvency proceedings are applied for or opened against the assets of the retailer,
- the operator discontinues BEARING X and no longer operates it for testing and evaluation purposes.

An extraordinary termination must always be preceded by a written warning. The warning may be waived if the contractual partner cannot reasonably be expected to accept the warning. This is particularly the case if the behavior of the contractual partner gives reason to expect further misconduct despite the warning.

Even after termination of the user agreement, its provisions shall continue to apply insofar as they govern the legal relationship between the operator of BEARING X and the merchant or between the merchants in connection with a contract already concluded at the time of termination but not yet fully performed by both parties.

#### **5. Provision**

BEARING X is not obliged to ensure availability at all times. In particular, necessary maintenance work on the communications infrastructure, compelling security reasons and events outside the control of BEARING X and the operator (e.g. disruptions to public communications networks, power failures or similar events) may lead to disruptions or temporary suspension of the services and availability of BEARING X. Access to the marketplace and its availability for the trader also depends in particular on the trader's own technical equipment and on data transmission on the Internet by third parties.

#### **6. Trademark and labeling rights**

The BEARING X logo represents a brand and trademark right of the operator. BEARING X trademark and labeling rights may not be used in connection with a product or service that does not belong to BEARING X in such a way that there is a possibility of causing confusion among users or in such a way that BEARING X is disparaged or discredited.

#### **7. Further development and changes to services**

The further development of BEARING X during the test and evaluation phase is an essential part of the service offering. The further development includes, among other things, the adaptation to technical and legal progress and consideration of user requirements for the use of BEARING X. The operator of BEARING X may change BEARING X and sub-functions of

BEARING X as part of the further development without this constituting a defect, provided that this is reasonable for the user and does not jeopardize the achievement of the purpose of the contract. This applies in particular if:

- the change is made for the benefit of the user,
- if the amendment serves to bring the benefits into line with the applicable law, in particular if the applicable legal situation changes,
- if the change serves to comply with mandatory court or official decisions,
- insofar as the respective change is necessary to close existing security gaps,
- if the change is of a purely technical or procedural nature without significant effects for the user. Changes with only an insignificant impact on previous functions do not constitute changes in performance in this sense. This applies in particular to changes of a purely visual nature and mere changes to the arrangement of functions.

## **8. Changes to the rules of conduct**

The operator of BEARING X reserves the right to change the rules of conduct at any time with effect for the future, unless this is unreasonable for the users. The amendment is reasonable in particular in the following cases: if the amendment serves to bring the rules of conduct into line with the applicable law, in particular if the applicable legal situation changes:

- if the change serves to comply with mandatory court or official decisions;
- if completely new services or service elements as well as technical or organizational processes require a description in the rules of conduct;
- if the change is only beneficial for the users.

In such a case, the operator will send the amended rules of conduct to the e-mail address provided by the participating company to BEARING X at least two weeks before they come into force.

If a user does not object to the new rules of conduct within a period of two weeks after receipt of the e-mail, the amended rules of conduct shall be deemed to have been accepted by the user. The operator will inform users of the consequences of failing to object when notifying them of the changes.

If the user objects to the application of the new rules of conduct within this period, the operator of BEARING X remains authorized to terminate the contractual relationship with the user with one week's notice.

Users can also agree to amended rules of conduct by means of an express declaration of consent.

## **9. Revocation instruction**

The cancellation policy of the contractual partner with whom the transaction was concluded shall apply.

## **10. Exemption**

The users indemnify BEARING X and its operator against all claims asserted by third parties against BEARING X and/or its operator due to an infringement of their rights by culpable actions of the users.

## **11. Limitation of liability**

The operator of BEARING X is liable under this contract only in accordance with the following provisions; otherwise liability is excluded.

The operator of BEARING X is only liable for damages caused by the operator of BEARING X or its legal representatives or vicarious agents intentionally or through gross negligence or which result from injury to life, limb or health due to a breach of duty by the operator of BEARING X or one of its legal representatives or vicarious agents. In these cases, the operator of BEARING X is liable in accordance with the statutory provisions in Germany.

In cases other than those mentioned above, the liability of the operator of BEARING X is excluded regardless of the legal grounds.

The operator of BEARING X is also not liable for the loss of data if the damage could have been avoided if the user had fulfilled his obligation to back up his data. In the event of termination, the user is responsible for backing up their data beforehand.

Furthermore, the operator of BEARING X is not liable for the non-fulfillment of contractual obligations and legal violations of participating traders and their users among each other that arise from the use of the BEARING X communication infrastructure.

The liability regulations in the above paragraphs also apply to the personal liability of the bodies, employees and vicarious agents of the participating companies.

Force majeure, operational disruptions or other cases of impossibility for which the operator of BEARING X is not responsible and which temporarily prevent the operator from providing the contractual services on the agreed date or within the agreed period through no fault of its own shall change the deadlines and dates by the duration of the disruptions caused by these circumstances. The statutory rights of the user remain unaffected by this.

## **12. Responsibility for content**

BEARING X and its operators are not responsible for the content of the users. In particular, BEARING X and its operators do not guarantee that this content is true, fulfills a specific purpose or can serve such a purpose.

The operator of BEARING X reserves the right, to the extent permitted by law and taking into account what is reasonable for the user, in particular taking into account the data protection and personal rights of users, not to publish content or to reverse its publication or otherwise block or delete the content if there are concrete objective indications that the content violates legal requirements, official prohibitions, the rights of third parties or morality. However, the operator is not obliged to check the content in advance.

## **13. Data protection**

The operator of BEARING X cannot view the data generated during a transaction, nor is it obliged to retain this data for a certain period of time. Non-personal data is temporarily stored and analyzed for test purposes. Users can find further information on the type, scope and purpose of the processing of personal data in the privacy policy.