

Circle CUBE vending for reuse

General Terms and Conditions of CircleCube GmbH
as of Januar 2026

CircleCube GmbH, Neumann-Reichardt-Straße 27-33, 22041 Hamburg

Registered in the Commercial Register of the Local Court of Hamburg under HRB 196809
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Part A: General Provisions

§ 1 Scope of Application

- 1) These General Terms and Conditions ("GTC") apply to all contracts concluded between CircleCube GmbH ("CircleCube") and its customers regarding the sale, rental, and provision of services in connection with automated reverse vending and dispensing systems ("Vending Systems") as well as associated software, accessories, and services.
- 2) The offers of CircleCube are directed exclusively at entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) as well as legal entities under public law or special funds under public law. Consumers within the meaning of § 13 BGB are expressly excluded from using the services and entering into contracts.
- 3) Deviating, conflicting, or supplementary terms and conditions of the customer shall not become part of the contract unless CircleCube expressly consents to their applicability in text form. This requirement of consent applies in all cases, for example, even if CircleCube executes a delivery without reservation while being aware of the customer's terms and conditions.

§ 2 Prices and General Terms of Payment

- 1) All prices are net prices Ex Works (EXW) excluding packaging, freight costs, installation, and the applicable statutory value-added tax.
- 2) Unless otherwise agreed, invoices are due and payable within 7 days of receipt of the invoice without any deduction. Payments must be made exclusively by bank transfer, unless otherwise regulated in Part B for the Online Shop.
- 3) If the customer defaults on payment, suspends payments, or if justified doubts arise regarding their creditworthiness, all existing claims of CircleCube shall become due immediately. CircleCube is also entitled to demand default interest at a rate of nine (9) percentage points above the respective base interest rate. CircleCube reserves the right to immediately commission a collection agency or an attorney to collect the debt after default has occurred; the resulting costs and fees shall be borne entirely by the customer as damage caused by default.
- 4) The customer shall only be entitled to rights of set-off or retention if their counterclaims are undisputed, legally established, or recognized by CircleCube.
- 5) The following applies to the due date of rental payments:
 - a) In the case of traditional rental contracts (via individual quotation), rental payments are due in advance on the first day of each calendar month.
 - b) If the rental is booked via the Online Shop, the rental payment is due on the date agreed upon in the ordering process (usually as a full advance payment upon ordering for the entire event or rental period).
- 6) Any right of retention or right to refuse performance of the customer due to defects in the delivered Vending Systems or services is excluded, provided that the defects are minor or insignificant and do not, or only insignificantly, impair the core technical function and ordinary operation of the Vending System. In such cases, the customer is obliged to make payments on time, while the rectification of the defect will be negotiated separately.

§ 3 Limitation of Liability

- 1) CircleCube shall be liable without limitation for damages caused intentionally or through gross negligence by its legal representatives and senior executives, as well as for culpable injury to life, body, or health.
- 2) In cases of simple negligence, CircleCube shall only be liable for the breach of essential contractual obligations (cardinal obligations). In this case, liability is limited to the typical, foreseeable damage. Cardinal obligations are obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer may regularly rely.
- 3) The limitations of liability do not apply to claims under the German Product Liability Act (Produkthaftungsgesetz) or in the absence of a guaranteed quality.
- 4) Insofar as the liability of CircleCube is excluded or limited, this shall also apply to the personal liability of its employees, representatives, and vicarious agents.
- 5) For all new Vending Systems and spare parts delivered under a purchase contract, the warranty period is twelve (12) months from delivery or delivery Ex Works. For used Vending Systems, any liability for defects is excluded, unless CircleCube is guilty of intent, gross negligence, or a culpable injury to life, body, or health, or unless a deviating quality was expressly agreed upon.

PART B: Special Conditions for the Online Shop

§ 4 Registration and B2B Customer Account

- 1) Placing orders in the Online Shop requires prior registration and the creation of a B2B customer account.
- 2) The customer is obliged to provide complete and truthful information during registration and to prove their business status (e.g., by providing their VAT ID number).
- 3) Orders triggered via a customer account shall be deemed legally binding and authorized by the respective company in relation to CircleCube, regardless of which employee or IT process actually triggered the order.
- 4) The customer is obliged to treat their access data strictly confidentially and to protect them from access by unauthorized third parties.

§ 5 Conclusion of Contract in the Online Shop

- 1) The presentation of products, software, or services in the Online Shop does not constitute a legally binding offer by CircleCube, but rather a non-binding invitation to place an order (*invitatio ad offerendum*).
- 2) By submitting the order via the button "Place binding order" (or a corresponding clearly worded phrasing), the customer submits a binding offer to conclude a contract.
- 3) The contract is only concluded upon a separate order confirmation sent by CircleCube in text form (e.g., via e-mail) or through the immediate execution of the order (e.g., immediate activation of software). A mere automated confirmation of order receipt does not constitute an acceptance of the offer.
- 4) CircleCube is entitled to reject orders from the Online Shop within 5 business days without giving reasons.

§ 6 Specific Shop Payment Methods

- 1) In the Online Shop, the following payment methods in particular are available to the customer, deviating from § 2 Paragraph 2:
 - a) Credit card / payment processing via Stripe
 - b) Advance payment (Vorkasse)
 - c) SEPA Direct Debit
 - d) Financing or leasing via connected partners (subject to a positive credit check)
- 2) In the Online Shop, a 100% advance payment is always required. Shipping or activation of the goods will only take place after full payment has been received. CircleCube reserves the right to completely exclude certain payment methods (such as purchase on account) in the Online Shop.

PART C: Special Conditions for Traditional Sales via Quotation

§ 7 Conclusion of Contract via Individual Quotation

- 1) Unless expressly stated otherwise in the text of the respective quotation, CircleCube is bound to its individual quotations for a period of 14 days from the date of issue.
- 2) The contract is concluded if the customer accepts the quotation unchanged within this period in writing, via e-mail, or by signing the order placement, or if CircleCube accepts the customer's order by means of an order confirmation in text form.
- 3) For all purchases made outside of the Online Shop (in particular on the basis of individual quotations), a split payment arrangement applies as standard, according to which 50% of the total amount becomes due as a down payment immediately after the order is placed, whereby processing or production only begins after this payment has been received, and the remaining 50% must be paid strictly prior to delivery or prior to loading Ex Works. However, CircleCube expressly reserves the right to demand full payment in advance (100% advance payment) in the individual quotation, which applies in particular to new customers, custom-made products, or in the event of justified doubts regarding the customer's creditworthiness, and will be explicitly stated to the customer in the respective quotation.

PART D: Special Conditions for Hardware, Rental, Software & Data

§ 8 Delivery, Transfer of Risk & Duty of Inspection

- 1) Delivery is made Ex Works (EXW). The risk of accidental loss or damage to the goods passes to the customer upon handover to the shipping company, the carrier, or the customer themselves. This also applies if CircleCube organizes the transport on behalf of the customer or concludes a transport insurance policy.
- 2) The customer is obliged to inspect the goods immediately upon delivery for obvious transport damage and to report such damage directly to the carrier (§ 377 of the German Commercial Code - HGB).
- 3) Hidden defects must be reported to CircleCube in text form within seven (7) days of discovery. If the customer fails to report the defect in a timely manner, the delivery shall be

deemed free of defects and approved.

- 4) In the case of used devices, the conditions described in the quotation or shop apply as the agreed quality; liability for defects for used goods is excluded in accordance with § 3 Paragraph 5.
- 5) If a timely reported defect exists, the subsequent performance (Nacherfüllung) shall be carried out at the choice of CircleCube by free dispatch of a replacement part or by replacement delivery of the item itself. However, the removal of the defective part and the reinstallation of the replacement part delivered under the warranty are expressly the responsibility of the customer; all labor, travel, and transport costs incurred in connection with the removal and installation of replacement parts shall be borne entirely by the customer.
- 6) Warranty and defect claims are completely excluded in the case of only insignificant deviations from the agreed quality, natural wear and tear, calcification, damage caused by unsuitable operating materials, insufficient cleaning, chemical or electrical influences, as well as damage resulting from improper operation, manipulation, or vandalism.

§ 9 Installation & Site Requirements

- 1) The installation and assembly of the Vending Systems are generally not part of the delivery, unless this has been expressly agreed upon or booked as an optional service.
- 2) The customer is solely responsible for creating all technical and structural prerequisites (in particular a stable surface, power supply, permanent and sufficient internet connection, compliance with the permissible room temperature, and ventilation) in suitable indoor rooms at the installation site in a timely manner and at their own expense.
- 3) Damage, malfunctions, or data losses resulting from unsuitable installation or environmental conditions shall be borne entirely by the customer and shall exclude any defect rights.

§ 10 Retention of Title

- 1) When purchasing Vending Systems or accessories, CircleCube retains ownership of all delivered goods until full payment of all claims arising from the business relationship has been made ("Reserved Goods").
- 2) The customer is obliged to treat the Reserved Goods with care. Pledging, transferring ownership by way of security, reselling, or renting to third parties is prohibited to the customer prior to full payment.

§ 11 Special Conditions for the Rental of Vending Systems

- 1) All rented equipment remains the property of CircleCube for the entire duration of the rental period. The customer has no claim to the provision of a brand-new Vending System. CircleCube is expressly entitled to provide the customer with a used or refurbished, but technically fully functional and equivalent device; this applies in particular to short-term event and trade fair rentals. CircleCube also reserves the right to replace the rented device with another technically equivalent device at any time during the current rental period (e.g., as part of maintenance, repair, or replacement cycles). Subleasing or unauthorized disclosure to third parties is prohibited; any change of the installation site must be reported to CircleCube in advance in text form (e.g., via e-mail).
- 2) Differentiation between wear and tear and damage:

- a) Changes or deteriorations of the Vending System resulting from conventional, proper use (e.g., light, superficial signs of use in the operating area) are not the responsibility of the lessee (normal wear and tear).
 - b) On the other hand, any deterioration caused by improper operation, insufficient cleaning, vandalism, burglary, external use of force, or disregard of the site requirements shall be deemed a damage to be compensated and does not entitle the customer to a rent reduction.
- 3) Liability of the lessee and deductible: In the event of actual damage within the meaning of Paragraph 2 Letter b, as well as loss or theft of the Vending System, the lessee shall be fully liable for the repair costs or the replacement value. Insofar as an exemption from liability was expressly agreed upon in the rental contract, the lessee's liability per claim shall be limited to a deductible in the amount of EUR 500.00 (or the amount specified in the individual contract). This limitation does not apply in cases of intentional or grossly negligent causing of damage.
- 4) Insurance obligation of the customer: The customer is obliged to insure the rented device for the duration of the rental period at their own expense against the risks of fire, water, burglary, vandalism, and simple theft at its replacement value. The conclusion and existence of the insurance must be proven to CircleCube immediately upon request by presenting the insurance policy. If the customer fails to provide proof of insurance within 5 business days despite being requested to do so, CircleCube is entitled to decommission the Vending System at the customer's expense or to withdraw from the contract.
- 5) Rental payments are due in advance on the first day of each calendar month, unless otherwise regulated in § 2 Paragraph 5 for the Online Shop.
- 6) Unless otherwise regulated in the individual contract, the notice periods for rental contracts are:
 - a) Three (3) months to the end of the term for an agreed term of one year or more.
 - b) One (1) month for shorter terms.
- 7) Rental contracts are automatically renewed for the originally agreed term unless they are terminated in due time.
- 8) If the customer defaults on rental payments to an extent that reaches two monthly rentals, CircleCube is entitled to terminate the contract without notice. In this case, CircleCube can reclaim the devices at the customer's expense. The customer undertakes to grant CircleCube or authorized third parties immediate access to the devices for this purpose.
- 9) After termination of the rental contract, the customer must provide the devices in a clean condition for collection within 14 days. If this is not done in a timely manner and the customer is responsible for the delay, CircleCube is entitled to claim an appropriate compensation for use as well as a flat-rate damage/contractual penalty of EUR 50.00 per device and day of delay, whereby this flat-rate is capped in total at three times the respective net monthly rent of the affected device. The customer expressly reserves the right to prove that CircleCube has suffered no damage at all or a significantly lower damage than the flat rate.

§ 12 Special Conditions for Service and Maintenance Agreements

- 1) CircleCube offers optional service and maintenance work in various performance tiers ("Service Levels"). The concrete scope of services, response times, and the owed

remuneration are based on the Service Level selected in the respective individual contract or quotation.

- 2) In the case of renting Vending Systems, a defined basic Service Level is already included in the agreed rent, unless otherwise regulated in the rental contract. When purchasing a Vending System, Service Levels can be optionally booked separately for an additional charge.
- 3) If a service contract is concluded for a Vending System whose original warranty period has already expired, CircleCube reserves the right to check the technical condition of the Vending System within 14 business days after the conclusion of the contract at the customer's expense. If it turns out that the Vending System is not in perfect condition, CircleCube is entitled to withdraw from the service contract within a further 7 business days, unless the customer commissions CircleCube with the fee-based repair.
- 4) Unless otherwise agreed in the individual contract, separately booked service contracts run fixed for a duration of one (1) year and are automatically renewed for another year unless they are terminated in writing with a notice period of three (3) months to the end of the respective term. For rented devices, the duration of the included Service Level is linked fixed to the duration of the rental contract.
- 5) The customer is obliged to report any change of the installation site of the Vending System to CircleCube immediately in writing or via e-mail, as this may change the travel times and thus compliance with the agreed Service Levels.

§ 13 Software License Rights & Remote Access

- 1) The software contained in the Vending Systems or purchased separately is protected by copyright. The rights remain exclusively with CircleCube or its licensors. The customer only receives a simple, non-transferable right (license) to use the software for the operation of the respective Vending System.
- 2) Any modification, decompilation, manipulation, or reverse engineering of the software or the security modules is strictly prohibited.
- 3) CircleCube is entitled to perform software updates, configurations, or remote maintenance measures via online connections. The customer must permanently provide the online infrastructure required for this purpose.

§ 14 Remote Deactivation

- 1) CircleCube is entitled to temporarily deactivate the software and thus the operational readiness of the Vending System remotely, in whole or in part, if an important reason exists. Such an important reason exists in particular in the event of:
 - a) a significant payment default by the customer that exceeds a duration of at least 14 days and was threatened to the customer in writing or in text form at least 5 business days prior to the planned deactivation;
 - b) serious breaches of contract despite a prior warning;
 - c) proven or urgently suspected manipulation of the software, the security modules, or the device;
 - d) an acute threat to the IT and system security of CircleCube or third parties.
- 2) Claims for damages by the customer due to a justified remote deactivation are excluded.

§ 15 Use of Vending System Data

- 1) CircleCube collects and uses technical data of the Vending System via the online connection (e.g., operational status, system parameters, cleaning status, malfunction data, versions of the recognition databases, and the type and scope of dispenses and returns).
- 2) This data is used exclusively for the purpose of contract fulfillment (malfunction analysis, maintenance), for quality assurance, and for the further development of CircleCube systems.
- 3) Disclosure of this data to third parties is not permitted unless this is necessary for contract fulfillment (e.g., to subcontractors or affiliated companies within the meaning of § 15 of the German Stock Corporation Act - AktG) or CircleCube uses the data in purely anonymized form for statistical purposes.

§ 16 Special Duties and Exclusion of Liability for Data and Deposit Clearing

- 1) The customer is obliged to report all error, empty, or malfunction messages of the Vending System in connection with data transmissions or quantity reports to external service providers (e.g., clearing houses) immediately to CircleCube in text form in order to prevent damage caused by data loss.
- 2) CircleCube assumes no liability for data losses, quantity report losses, or resulting lost deposit or sales revenues, unless the data loss was caused intentionally or through gross negligence by CircleCube. The burden of proof for a fault of CircleCube lies with the customer.

PART E: Final Provisions

§ 17 Applicable Law & Jurisdiction

- 1) All legal relationships between CircleCube and the customer shall be governed exclusively by the law of the Bundesrepublik Deutschland (Federal Republic of Germany) to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 2) The sole place of jurisdiction and place of performance for all disputes arising out of or in connection with this contractual relationship is Hamburg, provided that the customer is a merchant (Kaufmann), a legal entity under public law, or a special fund under public law. CircleCube remains entitled to bring an action at the customer's principal place of business as well.

§ 18 Severability Clause

- 1) Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.

§ 19 Data Protection

- 1) CircleCube processes the personal data of customers, their employees, and

representatives for the purpose of proper contract fulfillment and customer administration in strict compliance with statutory provisions (GDPR / BDSG). Additional information on data processing and the rights of data subjects can be found in the separate privacy policy on the CircleCube website.