



# Terms and Conditions for Use of NTT eStore of NTT Germany AG & Co. KG, Horexstraße 7, 61352 Bad Homburg v.d. Höhe, Germany (“NTT”)

## 1 Scope of application

- 1.1 These Terms and Conditions for Use apply to registration for and use of the Online Shop run by NTT.
- 1.2 The Online Shops provides customers of NTT with a service for ordering goods and services from NTT over the Internet.

## 2 Application of existing agreements; inclusion of the General Terms of Sale & Delivery of NTT

- 2.1 Existing contractual agreements on deliveries and services of NTT that have precedence shall apply between the parties. If there are no contractual agreements that have precedence, the following shall apply:
- 2.2 All goods deliveries by NTT shall be performed solely on the basis of the “General Terms of Sale & Delivery”
- 2.3 Unless they are services that are ancillary to a purchase agreement, all services shall be provided on the basis of the “General Terms and Conditions for the Recurrent Provision of Services for Communications and Data Systems as well as other Systems” and the “General Terms and Conditions for the Provision of Services”.
- 2.4 These terms and conditions are published on the website <https://hello.global.ntt/en-us/legal/terms-and-conditions>. If requested, NTT will send customers its General Terms and Conditions.

## 3 Formation of an agreement

- 3.1 The goods offerings in the Online Shops are without commitment. Customers bindingly order the goods in their shopping cart by clicking the “Place Order” or “Finalize and Send” button at the end of the ordering process.
- 3.2 NTT will provide customers with confirmation that the order has been received in the electronic ordering system, immediately on screen and then by e-mail. However, this confirmation does not constitute acceptance of the order.
- 3.3 An agreement to supply goods shall not be formed until the order has been explicitly accepted by NTT or the goods have been supplied. If customers do not receive an explicit acceptance of the order from NTT or are not supplied with the goods by NTT within five days of placing their binding order, they shall no longer be bound by their order.

## 4 Use of the Online Shop accounts

- 4.1 Registration in the Online Shops is linked to the customer. Use of the registration by different employees of a customer is permitted. Customers and authorised employees must treat the access data for the Online Shops in strict confidentiality and must not disclose it to third parties (inside and outside the customer’s organisation).
- 4.2 By disclosing access data to employees, the customer declares that they are authorised to issue binding declarations to NTT in the name of and on behalf of the customer.
- 4.3 If the access data is misused or suspected of being misused, the customer must immediately change it and notify NTT.

## 5 Use of the Online Shops

- 5.1 The Online Shops may only be used by customers as part of their commercial or public service activity. The goods purchased are not consumer goods intended for resale. There shall be no right to return goods or cancel orders. If goods that are returned without legal grounds, this shall not affect conclusion of the agreement and any payment obligations.
- 5.2 The customer shall not be authorised to disclose product information (such as product descriptions, prices or delivery times) or other information that can be called from the Online Shops to third parties.

## 6 Miscellaneous

- 6.1 If a provision of these General Terms and Conditions is or becomes invalid, this shall not affect the other provisions.
- 6.2 Collateral agreements, promises, modifications of an agreement and other different arrangements shall not be valid unless confirmed in writing. This shall also apply to any derivation from this requirement.
- 6.3 The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the international private law.
- 6.4 Any disputes shall be settled before a competent court of law at Bad Homburg v. d. Höhe, Germany. NTT is authorised to file legal action at the customer’s place of general jurisdiction.