

FlexThis - Supplier Agreement

Supplier Terms and Conditions

Preamble

These Terms & Conditions set out the rules for using and navigating our website, as well as for utilizing the services provided via the search engine and platform available at www.bflex.io (hereinafter, the "Website"), operated by the company FlexThis IKE (hereinafter, the "Company" or "FlexThis") with VAT number 802391110.

FlexThis is the exclusive legal owner of the domain name www.bflex.io, through which it provides a platform that functions as a search engine and booking system. Through this platform, various vehicle-related services are offered, including but not limited to rental, sale, or subscription-based use of bicycles, mopeds, e-bikes, e-mopeds, and other mobility solutions. The site also offers the sale of accessories (e.g. locks, lights, tires, inner tubes, maintenance tools, chargers, etc.), delivery services, and repair or maintenance services (e.g. flat tire, broken chain, damaged saddle, or lighting), including bike replacement if covered by the customer's subscription package.

The Website showcases products from both physical and online stores offering two-wheeled vehicles and organizes them by category, price, product type, and location. FlexThis acts solely as an intermediary.

A Supplier is defined as any registered partner providing products for sale, lease, or subscription on the Website. By registering as a Supplier and using the platform, the Supplier unconditionally accepts these Terms & Conditions, which are binding under applicable Greek law. If the Supplier does not agree with any part of these terms, they must refrain from using the Website and its services.

Acceptance of these terms does not establish any employment, work-for-hire, or partnership relationship between the Supplier and the Company.

Any person or legal entity offering relevant products and wishing to collaborate with FlexThis can register as a Supplier and make their products available through the Website, which serves as an intermediary between them and the end customer.

If any provision of these Terms is deemed unlawful or void, this does not affect the validity of the remaining provisions.

The courts of Athens, Greece, shall have exclusive jurisdiction, and Greek law shall apply.

Article 1: Duration and Termination

The service provided under the present terms is agreed to be of indefinite duration.

The Supplier may not assign or transfer, in whole or in part, any of their contractual obligations to any third party, whether a natural or legal person, without the prior written consent of FlexThis.

FlexThis reserves the right to terminate this agreement at any time, by written notice sent to the Supplier using any appropriate means, including email. Such termination will take effect thirty (30) days from the date following the notification. FlexThis may also terminate this agreement with immediate effect in the following cases:

- a) if such termination is mandated by law, court decision, or regulatory provision, or
- b) in case of repeated breach of the terms of this agreement by the Supplier.

The Supplier also reserves the right to terminate this agreement at any time, by sending written notice to FlexThis. The provisions above apply analogously.

FlexThis may assign or transfer this agreement, in whole or in part, to any affiliate or third party as part of a corporate restructuring, merger, acquisition or transfer of assets, upon written notice to the Supplier.

Article 2: Product Selection and Presentation

The Supplier may independently and at their sole discretion choose the product categories and specific items they wish to offer, provided they fall within the operational scope of FlexThis. FlexThis reserves the right to approve and display all or part of the Supplier's products or services on its Website.

The Supplier grants FlexThis a non-exclusive, perpetual, and royalty-free license to use and display the product information and photographs submitted by the Supplier. Intellectual property rights remain with the Supplier.

The Supplier is responsible for keeping FlexThis updated regarding product availability. FlexThis bears no liability for outdated content caused by the Supplier's failure to update information.

FlexThis is responsible for:

- Receiving orders from users for products listed by the Supplier on the Website,
- Receiving payment for those orders,
- Collecting any applicable security deposit, and
- Forwarding the order details to the Supplier.

The order details forwarded include:

- a) order number,
- b) product code,

- c) product title,
- d) product photo,
- e) unit price,
- f) ordered quantity,
- g) user's name, shipping address, phone number, and email,
- h) any user remarks related to the product(s).

The Supplier must confirm acceptance of each order within a specific time frame, namely within 72 hours of receiving it. If the Supplier fails to confirm within this time or explicitly rejects the order, the order shall be deemed cancelled.

The Supplier is solely responsible for preparing and packaging each order. If FlexThis delivery services are selected, the Supplier must notify FlexThis when the package is ready for dispatch. In all cases, the Supplier is obligated to issue and deliver to the user the appropriate sales invoice or delivery note, electronically or physically, by the time the order is shipped. The Supplier may choose to deliver the products personally or request delivery services from FlexThis.

If the Supplier fails to fulfill a confirmed order within the agreed timeframe, they shall bear full liability. Repeated failure to deliver may lead FlexThis to terminate the collaboration immediately and without compensation.

FlexThis may, at its sole discretion, redirect cancelled orders to another Supplier.

The Supplier may charge shipping or other costs, which shall be included in the final order total.

If the Supplier has chosen FlexThis to handle the delivery, FlexThis will collect the products and deliver them to the customer. A corresponding delivery fee will apply, as defined in the applicable pricing table.

If the return is due to Supplier error (e.g. wrong or defective item), the Supplier will bear the cost of both the replacement product and its delivery. In case of repeated order errors, FlexThis reserves the right to temporarily or permanently suspend the Supplier's participation in the platform.

FlexThis may also, upon Supplier request, provide vehicle maintenance and repair services, with full costs and fees borne by the Supplier, as specified in the service pricing list.

The Supplier is obligated to accept or reject each new order within seventy-two (72) hours of receiving it. Upon acceptance, the Supplier must ship the product(s) to the User within five (5) business days. Failure to comply with these deadlines constitutes a breach of the present terms and may result in temporary suspension or permanent termination of the cooperation, especially in cases of repeated delays or failure to fulfill orders.

Lastly, FlexThis may offer advertising services to the Supplier on its Website, subject to the relevant fees as defined in the pricing list.

Article 3: Payments

FlexThis collects payments from customers via the Platform. An order is considered successfully completed upon delivery of the product to the customer and confirmation that the order has been paid in full via debit card, credit card, prepaid card or cash on delivery.

FlexThis applies its commission in real time, calculated on the net product price (exclusive of VAT), and pays the remaining amount to the Supplier. Payouts to the Supplier are made in accordance with the payout schedule and instructions selected by the Supplier via the Platform and/or the applicable payment service provider (including Stripe). Where no specific payout instructions are selected, payouts shall be made no later than fourteen (14) calendar days from the successful completion of each order, excluding bank holidays or force majeure events. For multi-part orders, payment to the Supplier shall be made only after all individual parts of the order have been paid for by the customer.

FlexThis issues a commission invoice to the Supplier during the first week of each calendar month for commissions accrued during the preceding month, in accordance with Article 16 (Commissions).

Where applicable, the Supplier agrees to pay an initial registration fee to FlexThis, as specified in the applicable pricing list, plus VAT where applicable. If the Supplier opts to use advertising or promotional services offered via the Platform, the corresponding fees shall also be payable in accordance with the pricing list.

FlexThis reserves the right to revise its pricing and commission structure from time to time. Any such changes shall apply prospectively only and shall not affect orders already accepted prior to the effective date of the change.

For payments to be processed, the Supplier must provide FlexThis with all documentation required to verify its identity and business status, in accordance with applicable anti-money laundering and due diligence regulations. FlexThis may suspend payments or services temporarily or permanently if such documentation is missing, incomplete or inaccurate.

All payments from FlexThis to the Supplier shall be made via bank transfer or other payment methods supported by the Platform.

Article 4: Obligations of the Supplier

The Supplier acknowledges and agrees that during the use of the services provided by FlexThis, they are required to:

- **Avoid misleading conduct:** The Supplier shall not provide false or inaccurate information about the features, availability, or pricing of products listed on the platform. Submission of non-functional, counterfeit, unavailable, discontinued, or outdated products is strictly prohibited.
- **Ensure transparency and accuracy:** Product listings must not contain misleading descriptions or formats that could influence the purchasing decisions of customers.

- Avoid unfair competition: The Supplier must refrain from any practices that may create unfair market conditions to the detriment of other platform users.
- Refrain from system abuse: This includes but is not limited to mass messaging, spamming, or activities that may cause technical disruptions to the platform.
- Respect data privacy laws: Collecting or processing users' personal data in violation of applicable data protection laws is strictly forbidden.
- Comply with legal requirements: Comply with applicable Greek and EU commercial and e-commerce regulations.
- Ensure product compliance: All listed products must meet applicable legal standards and hold any required licenses or safety certifications (e.g., registration, insurance, etc.).

If FlexThis becomes aware of a violation of any of the above obligations, it reserves the right to immediately suspend the Supplier's access to the platform, with prior notice by any suitable means. The suspension may be temporary (with a minimum duration of 24 hours) until the Supplier complies, or permanent and without liability, particularly in cases of repeated non-compliance.

Article 5: Limitation of Liability

FlexThis acts strictly as an intermediary between the Supplier and the end-customer. Therefore, in the event of any dispute between the Supplier and the customer, the Supplier releases FlexThis from any and all liability, claims, losses, damages, legal fees, costs, or any other consequences, whether directly or indirectly related to the products, services, or the success or outcome of the transaction facilitated through the platform.

In the event that any defects, damage, or shortages are identified during the delivery or receipt of goods by the customer, responsibility lies solely with the Supplier.

In any event, and to the maximum extent permitted by applicable law, FlexThis's total aggregate liability towards the Supplier, whether arising in contract, tort or otherwise, shall not exceed the total amount of commissions actually paid by the Supplier to FlexThis during the twelve (12) months preceding the event giving rise to the claim.

Article 6: Ratings & Reviews

The Supplier accepts unconditionally that both positive and negative customer reviews may be publicly displayed on the Website, submitted by registered users who have transacted through the platform.

The Supplier has the right to respond to negative reviews, and such responses may be published alongside the original comments. However, FlexThis reserves the right, at its sole discretion, to edit or delete any response from the Supplier, especially if it is inappropriate or misleading. FlexThis may also request the Supplier to revise their response and will indicate the parts that require modification.

In the event of repeated negative feedback, particularly concerning product availability, pricing consistency, or misleading information, FlexThis reserves the right to:

- unilaterally and without penalty terminate the cooperation agreement, and
- permanently remove the Supplier and their listings from the Website.

The Supplier is strictly prohibited from manipulating reviews, including by contacting customers directly with the intent to influence their ratings. Breach of this clause may result in the temporary suspension or permanent termination of services provided by FlexThis.

Article 7: Platform Downtime or Technical Issues

In the event of a temporary technical issue or downtime affecting the FlexThis platform or systems, it is expressly agreed that FlexThis bears no liability for any direct or indirect loss or damage that the Supplier may incur as a result.

If the outage or interruption lasts for a continuous period of more than three (3) months, the Supplier may choose to terminate the cooperation agreement without penalty.

Article 8: Optional Services

FlexThis may, at its discretion, make available optional additional services or features to Suppliers via the Platform, including but not limited to rent-to-buy (RTB), leasing facilitation, subscription management, insurance facilitation, logistics services, payment services, or other value-added features.

Participation in any optional service or feature is strictly voluntary. No Supplier is obliged to participate unless the Supplier has expressly opted in through the Platform, in writing, or via an explicit activation or onboarding flow.

Optional services and features are governed by the provisions of these Terms & Conditions that specifically apply to such services or features and apply automatically to any Supplier who enables, lists or offers products under them on the Platform.

Article 9: Security Deposit Mechanism (Leasing & Subscriptions)

The Supplier may choose to request a security deposit from the end customer for transactions falling under rental or subscription categories. In such cases, the deposit is collected by FlexThis and held until the service is completed or the product is returned.

- If the customer fully complies with the agreed terms and returns the item in its original condition, the entire deposit is refunded interest-free.
- If the customer fails to return the item, returns it damaged, or violates any terms, a portion or all of the deposit may be withheld and transferred to the Supplier as compensation.
- If damages exceed the deposit, the customer shall be obliged to cover the excess amount within one (1) day of notice.

The Supplier bears the burden of proof for any damage or loss. They are responsible for taking clear photographic documentation of the item at the time of delivery. Upon return, the Supplier must again photograph any visible damage. If no such evidence is provided, or if the images are unclear, the benefit of doubt lies with the customer, and the deposit will be returned in full.

In the case of theft or total loss where photos are not possible, a police report will be accepted in lieu of photographic proof, and the deposit will be transferred to the Supplier.

FlexThis charges a processing fee for deposit handling, as indicated in the applicable pricing schedule.

Article 10: Rent-To-Buy Feature (RTB)

FlexThis may make available an optional Rent-to-Buy (RTB) feature on the Platform, allowing Suppliers to offer certain products to registered business customers under a rental model with an optional purchase component.

Participation in the RTB feature is entirely optional and occurs automatically when the Supplier enables or offers products under the RTB feature on the Platform. Where a Supplier opts into the RTB feature:

(a) the Supplier contracts directly with the business customer and bears sole responsibility for the RTB arrangement, including compliance with applicable law and the RTB-specific terms agreed with the customer;

(b) the RTB arrangement is governed exclusively by the RTB terms and conditions applicable between the Supplier and the customer;

(c) FlexThis acts solely as a technology and marketplace platform enabling the RTB feature and is not a party to the RTB agreement, nor responsible for its performance, enforcement, or outcome.

FlexThis may establish reasonable operational, technical or procedural requirements for use of the RTB feature, which the Supplier agrees to comply with as a condition of participation.

Article 11: Transaction Terms

The Supplier may choose to use either:

- the default terms and conditions provided by FlexThis, or
- their own custom terms, which must be uploaded during onboarding.

If no custom terms are submitted, it is assumed that the Supplier has accepted and adopted the default FlexThis terms.

It is explicitly agreed that FlexThis bears no liability for any content within the Supplier's chosen or default terms, nor for any disputes arising therefrom. By accepting these terms, the Supplier acknowledges that they have reviewed the conditions that apply to their listings.

In the event that the Supplier makes use of any optional service or feature offered by FlexThis, including the Rent-to-Buy (RTB) feature, the provisions of these Terms & Conditions that specifically govern such service or feature shall prevail over any general provisions of these Terms & Conditions in case of conflict.

Article 12: Loss, Theft, or Damage

FlexThis is not liable for any loss, theft, or damage of the Supplier's products or property while:

- stored in any facility not operated by FlexThis,
- in transit, or
- as part of any logistics service.

The Supplier acknowledges and agrees that all liability during storage or transportation remains solely with them, and waives any right to compensation from FlexThis in such events.

Article 13: Confidentiality

The Supplier shall not disclose, reproduce, or use any information received through their collaboration with FlexThis, including but not limited to:

- platform mechanics,
- operational processes,
- customer or vendor data,
- pricing,
- commissions, or
- internal materials and know-how,

except as necessary for fulfilling their obligations under this agreement.

This confidentiality obligation remains in force for five (5) years following the termination of the agreement.

Article 14: Non-Circumvention and Direct Dealings

The Supplier agrees not to directly or indirectly solicit, approach, or transact with any end customer or vendor who was:

- introduced to them via FlexThis,
- became aware of their services through the platform, or

- came into contact through listings, inquiries, transactions, or communication facilitated by FlexThis.

This restriction is valid for 24 months from the last such contact, transaction, or listing.

All such business must be conducted exclusively through the FlexThis platform, unless otherwise authorized in writing.

Article 15: Force Majeure

Neither FlexThis nor the Supplier shall be liable for any failure or delay in the performance of their obligations under these Terms & Conditions where such failure or delay results from events beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labor disputes, epidemics, pandemics, governmental actions, supply chain disruptions, power outages or failures of telecommunications networks.

The affected party shall notify the other party as soon as reasonably practicable. Performance of the affected obligations shall be suspended for the duration of the force majeure event.

Article 16: Commissions

FlexThis charges the Supplier a commission calculated on the net transaction value (exclusive of VAT).

The applicable commission rates are defined in the pricing list in force at the time of order acceptance, including but not limited to:

- Sales: 6%
- Leasing / Subscription: 15%
- Rent-to-Buy (RTB): 3.5%

Commissions apply per product and per order.

FlexThis applies its commission in real time at the moment of transaction settlement and issues a corresponding commission invoice to the Supplier on a monthly basis.

FlexThis may update its commission rates from time to time. Any changes apply prospectively only and do not affect orders already accepted before the effective date of the change.