

# TERMS FOR THE OPENING OF A BREUNINGER FRIENDS CARD CUSTOMER ACCOUNT FOR MEMBERS OF NATO

This is a translation of the German version. In case of divergence from the German version, the German version shall prevail.

The Breuninger Friends Card for members of NATO and the Additional Breuninger Friends Card entitle the applicant (Breuninger Friends Card account holder) and the holder of the Additional Breuninger Friends Card to make cashless purchases in all Breuninger stores and with partner companies. As holder of a Breuninger Friends Card account you will receive a bonus at least once a year. This bonus will be calculated based on your purchases within a certain time frame and, as the case may be, those of the Additional Breuninger Friends Card account holder. This bonus may be redeemed in connection with future purchases. Approximately four weeks after the end of the timeframe in which bonus-relevant purchases could have been made, you will receive your bonus letter by post. This letter will also contain all other relevant terms for the redemption of your bonus.

The Breuninger Friends Card account holder undertakes to pay all purchases which he/she makes with his/her Breuninger Friends Card or which the holder of an Additional Breuninger Friends Card makes with the additional card by debiting the customer account. The holder of the Additional Breuninger Friends Card is personally liable, along with the Breuninger Friends Card account holder, as joint and several debtor for the liabilities resulting from purchases which the holder of the Additional Breuninger Friends Card makes in accordance with this agreement. Breuninger undertakes to permit transactions made by the Breuninger Friends Card account holder and the holder of the Additional Breuninger Friends Card (in the following the Card holders) up to the maximum limit set from time to time (credit limit). Breuninger will inform the Breuninger Friends Card account holder of the current credit limit with each monthly invoice/statement of account. The card holders may use the Breuninger Friends Card only within the scope of the credit limit set from time to time.

By signing the Breuninger Friends Card application form, the Breuninger Friends Card applicant makes a binding offer to Breuninger to enter into an agreement concerning the opening of a Breuninger Friends Card customer account. With the offer to enter into an agreement concerning the opening of a Breuninger Friends Card customer account, the applicant hereby confirms that he is not already owning a Breuninger Friends Card account which allows cashless purchases. In case the applicant is already in possession of a Breuninger Friends Card account which allows him cashless payments, he is obliged to inform Breuninger of this circumstance. The agreement comes into effect when Breuninger, after carrying out the necessary identity verification, notifies the applicant that it has accepted the offer by activating the Breuninger Friends Card. Upon acceptance, the Breuninger Friends Card account holder – and, as the case may be, the holder of the Additional Breuninger Friends Card – will receive the Breuninger Friends Card. To activate the Breuninger Friends Card with payment function for shopping and payment in the Breuninger Online Shop and/or enable the use of Breuninger Friends Card online invoices (the service of receiving online invoices is only available to the Breuninger Friends Card account holder), these must be authorised at [www.breuninger.com](http://www.breuninger.com).

The Breuninger Friends Card account holder will receive each month an invoice/statement of account which shows the end of the billing period, the purchases made by the end of the billing period but not yet invoiced for the current billing period (monthly balance), other debit entries, credit entries, payments made and the total balance which is outstanding as per the end of the billing period. The total balance takes into account the monthly balance, the previous balance and other debit and credit entries.

Breuninger also offers the card holders additional voluntary benefits, such as the receipt of an annual birthday bonus by post, or the opportunity to take products home "for selection" for a limited period of ten calendar days. These additional benefits do not give rise to an enforceable claim of the card holders. Breuninger has the right to alter or cancel these additional benefits unilaterally at any time.

## I. TOTAL SETTLEMENT UPON INVOICING

The net amount of the monthly balance is due immediately after the invoice has been issued and must be credited to the Breuninger customer account no later than 15 calendar days after the end of the billing period.

## II. GENERAL TERMS

### 1. RETENTION OF TITLE

All goods supplied remain the property of Breuninger until payment has been made in full; this includes purchases made with partner companies.

### 2. DUTY OF CARE AND COOPERATION OF THE BREUNINGER FRIENDS CARD ACCOUNT HOLDER

The Breuninger Friends Card and the Additional Breuninger Friends Card must be signed by the card holders immediately upon receipt and should be stored with due care in order to protect against misuse. The Breuninger Friends Card and the Additional Breuninger Friends Card cannot be transferred and remain the property of Breuninger and may be demanded back at any time. The right to retain is excluded. If the Breuninger Friends Card account holder moves, he/she is obliged to notify Breuninger without delay of his/her new address. If the Breuninger Friends Card or the Additional Breuninger Friends Card is lost or has been misused, the Breuninger Friends Card account holder is obliged to notify Breuninger without delay in order to arrange for the cancellation of the Breuninger Friends Card and any Additional Breuninger Friends Cards, where applicable. Until Breuninger has been notified of such loss, the card holders are liable for gross negligence and willful misconduct.

## 3. TERMINATION BY THE BREUNINGER FRIENDS CARD ACCOUNT HOLDER

The Breuninger Friends Card account holder may terminate the agreement at any time without observing a notice period. As soon as the termination takes effect, the Breuninger Friends Card or the Additional Breuninger Friends Card may no longer be used. In this case, Breuninger will invoice all card transactions and the interest accrued, if any, at the end of the next billing period and declare the amount due and payable by the Breuninger Friends Card account holder in a single amount.

## 4. FINAL PROVISIONS

Place of performance shall be Stuttgart, Germany. This agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. In the event that the Breuninger Friends Card account holder or, as the case may be, the liable holder of the Additional Breuninger Friends Card does not have a domestic general place of jurisdiction or relocates his/her residence or habitual residence to a place outside the territory in which the German Code of Civil Procedure applies or if his/her habitual residence is not known at the time an action is brought, Stuttgart, Germany, shall be deemed agreed upon as the place of jurisdiction. All changes to this agreement must be in writing to be valid. Should there be any gaps or unclear provisions in this agreement or should the basis of this agreement change, this agreement shall be interpreted in accordance with the purpose of the entire agreement. Should any arrangement be or become invalid, it shall be replaced with a valid arrangement which comes as close as possible to the purpose of the invalid arrangement. The Breuninger Friends Card applicant shall be given a copy of this agreement, either in the form of a carbon copy or in the form of a photocopy.

## FURTHER INFORMATION FOR HOLDERS OF A BREUNINGER FRIENDS CARD WHO ARE MEMBERS OF NATO TAX INFORMATION

The amount printed on the bottom of the invoice is due upon receipt of the invoice in accordance with the Breuninger Friends Card application form and our terms. It is possible to only pay the net amount on your invoice, provided that the gross amount of your purchase is more than €25,00. Paying the net amount means that you do not have to pay the value-added tax (rate valid at the time). In order to do this you need a disposition form, which you can obtain from your local office (e.g. the Morale Support Fund). Please send this disposition form as well as your check with the net amount to our customer accounts department. It is also possible to bring the check together with your disposition form personally to one of our main accounts departments. Important: Please make sure that you indicate your account number on the forms. This ensures that your payment is credited to the correct account.

Attention! Please do not use your Breuninger Friends Card if you wish to make a purchase with a partner company. Unfortunately, we are not able to refund the value-added tax in this case. Contact a sales-clerk from the partner company first. They will tell you what to do. According to German tax law, each company has to transact the purchases and process the tax papers/disposition forms on its own. Purchases made with partner companies using the Breuninger Friends Card must be paid in full. Your purchases will appear on the invoice in a lump sum next to the name of the partner company. Purchases will not be itemized.

## CHANGE OF ADDRESS

Please make sure that you notify us of any changes of address immediately, so that we can send you your invoice in good time. If mail is returned to us and we cannot get in touch with you through the military, we will be forced to block your account. We regret that further usage of the Breuninger Friends Card may cause embarrassment at the cash register. This can easily be avoided by informing us of your new address in good time.

## CHANGE OF YOUR ROTATION DATE

Please send us a letter, an email or just give us a call if you have decided to extend your stay. Also if you intend to return home (to the USA) sooner than you had originally planned, let us know so that we can close your accounts. This will be recorded and serves as a safety precaution.

## IF YOU LOSE OR FORGET YOUR BREUNINGER FRIENDS CARD

Please let us know immediately if you lose your Breuninger Friends Card. Give us a call on +49 711/211 - 2000 or stop by at the accounts department and inform us about the loss. We will then immediately close your account to protect it against misuse.

Should you find your lost Breuninger Friends Card again, stop by at the accounts department with either your ID-card or your passport before you want to go shopping. We will reopen your account instantly. If you have not found your Breuninger Friends Card within four weeks, we will gladly issue you a new card. If you forget your Breuninger Friends Card and wish to do cashless shopping, stop by at one of our accounts departments with your ID-card or passport and we will issue you a temporary Breuninger Friends Card valid for one day.