

# TERMS FOR THE OPENING OF A BREUNINGER CARD 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 Card for members of NATO and the Additional Breuninger Card entitle the applicant (Breuninger Card holder) and the holder of the Additional Breuninger Card to make cashless purchases in all Breuninger stores and with partner companies. Any natural person who has reached the age of 18 can become a Breuninger Card holder. Any natural person who has reached the age of 14 can become a Breuninger Card additional card holder.

The Breuninger Card holder undertakes to pay all purchases, which he/she makes with his/her Breuninger Card or which the holder of an Additional Breuninger Card makes with the additional card. The holder of the Additional Breuninger Card is personally liable, along with the Breuninger Card holder, as joint and several debtors for the liabilities resulting from purchases which the holder of the Additional Breuninger Card makes in accordance with this agreement.

Breuninger undertakes to permit transactions made by the Breuninger Card holder and the holder of the Additional Breuninger Card (in the following the Card holders) up to the maximum limit set from time to time (credit limit). Breuninger will inform the Breuninger Card holder of the current credit limit with each monthly invoice. The card holders may use the Breuninger Card only within the scope of the credit limit set from time to time.

By signing the Breuninger Card application form or by digitally sending the Breuninger Card application to Breuninger, the Breuninger Card applicant makes a binding offer to Breuninger to enter into an agreement concerning the opening of a Breuninger Card. With the offer to enter into an agreement concerning the opening of a Breuninger Card, the applicant hereby confirms that he is not already owning a Breuninger Card, which allows cashless purchases. In case the applicant is already in possession of a Breuninger Card, 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 Card. Upon acceptance, the Breuninger Card holder – and, as the case may be, the holder of the Additional Breuninger Card – will receive the Breuninger Card. The Breuninger Card with payment function is automatically registered for the Breuninger Card holder in the Breuninger online shop. This registration activates various Breuninger Card services for the Breuninger Card holder to use, for example purchase and payment in the Breuninger online shop and use of the Breuninger Card Online Invoice.

On a monthly basis, the Breuninger Card holder will receive an overview of his individual claims, which outlines the date and total amount of the previous invoice, the effective annual interest, the billing period, the billing date, the date and amount of purchases that were made but not yet billed in the current billing period (end of month total), the date and amount of purchases that were already billed but not yet fully paid plus any interest due (existing total), credits, date and amount of payments made on the Breuninger Card as well as the new outstanding total amount as of the billing date. The total amount comprises the end of month total and the existing total. All claims are individual claims and can be asserted and assigned individually.

Breuninger also offers the card holders additional voluntary benefits, such as the opportunity to take products home "for selection" for a limited period of fourteen 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 month total is due immediately after the invoice has been issued and must be credited to the Breuninger Card 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 CARD HOLDER

The Breuninger Card and the Additional Breuninger 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 Card and the Additional Breuninger 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 Card holder moves, he/she is obliged to notify Breuninger without delay of his/her new address. If the Breuninger Card or the Additional Breuninger Card is lost or has been misused, the Breuninger Card holder is obliged to notify Breuninger without delay in order to arrange for the cancellation of the Breuninger Card and any Additional Breuninger 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 CARD HOLDER

The Breuninger Card holder may terminate the agreement at any time without observing a notice period. As soon as the termination takes effect, the Breuninger Card or the Additional Breuninger

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 Card 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 Card holder or, as the case may be, the liable holder of the Additional Breuninger 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. The Breuninger 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.

## 5. RIGHT TO MAKE CHANGES

Breuninger will inform the Breuninger Card holder of any changes to these contract terms no later than two months before the proposed time at which they will take effect, in text form with typographical highlighting of the changes, in writing or electronically if an electronic channel has been agreed for communication. Silence on the part of the Breuninger Card holder is only considered acceptance of the change offer (presumed consent) if the Breuninger Card holder does not reject Breuninger's change offer before the proposed time at which the changes take effect. In the change offer, Breuninger will inform the Breuninger Card holder regarding the consequences of remaining silent.

Presumed consent does not apply for changes which

- concern the principal obligations of the contract, or
- are equivalent to concluding a new contract, or
- would shift the previously agreed contractual relationship considerably to the benefit of Breuninger.

In these cases, Breuninger will obtain consent from the Breuninger Card holder regarding these changes in a different way. The Breuninger Card holder's right to terminate the contract at any time remains unaffected by this.

## III. FURTHER INFORMATION FOR HOLDERS OF A BREUNINGER 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 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 service department. It is also possible to bring the check together with your disposition form personally to one of our main service departments.

Important: Please make sure that you indicate your Breuninger Card number on the forms. This ensures that your payment is credited to the correct Breuninger Card.

Attention! Please do not use your Breuninger 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 salesclerk 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 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.

### 1. 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 Breuninger Card. We regret that further usage of the Breuninger Card may cause embarrassment at the cash register. This can easily be avoided by informing us of your new address in good time.

### 2. 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 Breuninger Cards. This will be recorded and serves as a safety precaution.

### 3. IF YOU LOSE OR FORGET YOUR BREUNINGER CARD

Please let us know immediately if you lose your Breuninger Card. Give us a call on +49 (0)711/211-2000 or stop by at the service department and inform us about the loss. We will then immediately close your Breuninger Card to protect it against misuse. Should you find your lost Breuninger Card again, stop by at the service department with either your ID-card or your passport before you want to go shopping. We will reopen your Breuninger Card instantly. If you have not found your Breuninger Card within four weeks, we will gladly issue you a new card. If you forget your Breuninger Card and wish to do cashless shopping, stop by at one of our service departments with your ID-card or passport and we will issue you a temporary Breuninger Card valid for one day.