

General Terms and Conditions of Participation for the THOMAS SABO GmbH & Co. KG Partner Programme

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§ 1 Scope and Definitions

1.1 The following General Terms and Conditions of Participation apply to all Partners who, within the framework of the Partner Programme of THOMAS SABO GmbH & Co. KG, Silberstraße 1, 91207 Lauf an der Pegnitz (hereinafter referred to as "THOMAS SABO"), place advertising material for THOMAS SABO via one of the affiliate networks. They apply in addition to the General Terms and Conditions of the respective networks.

1.2. THOMAS SABO provides its services and supplies in connection with this Partner Programme exclusively on the basis of these General Terms and Conditions.

1.3. These General Terms and Conditions of Participation apply to all services offered by THOMAS SABO in connection with this affiliate programme. By making use of the services, the Partner accepts these General Terms and Conditions of Participation as binding upon them.

1.4. The following definitions apply to the application and interpretation of the contract:

Partner

A Partner is a natural or legal person, owner or operator of digital media (websites, emails, SMS, MMS, etc.), who provides THOMAS SABO GmbH & Co. KG with linked advertising space. A Partner is an entrepreneur (Section 14 of the German Civil Code (BGB)) and not a consumer (Section 13 of the German Civil Code (BGB)).

Double opt-in

With the “double opt-in”, registration on a subscriber list takes place in two steps:

Step 1: Upon request, the prospective subscriber receives an email message containing a unique confirmation link.

Step 2: Only once the prospective subscriber has actively clicked on this confirmation link and thereby confirmed their subscription will they be added to the subscriber list.

Contractual partner

THOMAS SABO's contractual partner is the Partner.

Advertising material

Any form of advertising material (e.g. banners, texts, Flash animations) provided by THOMAS SABO for advertising purposes.

§ 2 Conclusion of Contract

2.1. THOMAS SABO offers advertising materials via the network. The Partner may apply to join these programmes.

2.2. The contract is concluded via the network.

2.3. Only legal entities and natural persons with full legal capacity may become Partners. There is no entitlement to participation.

2.4. If an employee of a legal entity registers the entity as a Partner, a written power of attorney must be submitted. The same applies if another third party (e.g. an agency) registers the Partner on their behalf.

2.5. A contract is only concluded once THOMAS SABO has confirmed the Partner's registration.

2.6. Upon registration, the Partner must provide the required information completely and truthfully. The Partner must enter any changes to the details provided in the registration form into THOMAS SABO's online system without delay, and at the latest within two weeks of the change taking effect.

2.7. The Partner agrees to receive from THOMAS SABO, via email, such communications as are necessary for the implementation and administration of the Partner Programme, in particular information regarding programme status, promotional materials, tracking, changes to terms and conditions, and other contract-related communications. This does not affect the right to object to the receipt of purely promotional emails. Insofar as the Partner refuses to receive contractually necessary notifications altogether and this significantly impedes or renders the implementation of the Partner Programme impossible, THOMAS SABO reserves the right to terminate the agreement with or without notice in accordance with these Terms and Conditions.

2.8. The Partner undertakes to comply with the applicable legal provisions. Only advertising platforms whose content does not contravene applicable law, or public policy may be registered for participation. In particular, advertising platforms that are still under construction or inaccessible, that do not contain the legally required legal notice or other mandatory information, that do not have sufficient original editorial or other independent content, that use impermissible forms of advertising such as paid mailers or paid clicks, infringe the rights of third parties or contravene legal provisions, contain content that glorifies violence, is pornographic, discriminatory, offensive or defamatory, advertise weapons, drug paraphernalia or other impermissible content or content not approved for the partner programme, or are not linguistically or in terms of content geared towards the target market approved by THOMAS SABO. It is the Partner's responsibility to verify the permissibility and legality of the advertising platforms. THOMAS SABO is entitled to check the Partner's advertising platforms for compliance with these Terms and Conditions on a random or ad hoc basis, including by technical means.

2.9. The Partner warrants that they will not store or transmit any data that could damage THOMAS SABO's technical infrastructure or operational processes (e.g. viruses, Trojans, etc.).

2.10. THOMAS SABO may use the Partner as a reference in its advertising and, for this purpose, use the Partner's name and logo in all media. The Partner is only permitted to do so with the express consent of THOMAS SABO.

2.11. To participate in the affiliate partner programme, you must be at least 18 years of age and have full legal capacity.

§ 3 Data Protection

3.1. THOMAS SABO is entitled to collect, process and store the Partner's personal data. In doing so, the applicable data protection regulations are observed.

3.2. The stored data is used exclusively for the fulfilment of the contract concluded between the parties. No further use, e.g. for advertising or market research purposes, takes place. Upon full fulfilment of the contract, the contractual partner's data is blocked and permanently deleted after the expiry of the statutory retention periods. The data will then no longer be available for further use.

3.3. If the Partner wishes to have their personal data deleted or to exercise other rights under data protection law, they may contact THOMAS SABO's Data Protection Officer at datenschutz@thomassabo.com.

§ 4 Liability of THOMAS SABO

4.1. THOMAS SABO shall make efforts customary in the internet industry to ensure that the online system remains available 24 hours a day. This excludes interruptions that are customary as part of necessary maintenance or are caused by third parties, companies not affiliated with THOMAS SABO. Should the online system nevertheless fail, THOMAS SABO shall endeavour, within the limits of its capabilities, to restore availability immediately. The contracting parties acknowledge that, in exceptional cases, a small number of transactions may not be recorded or logged by the online system. This shall not give rise to any claim against THOMAS SABO on the part of the Partner.

4.2. THOMAS SABO shall not be liable for force majeure or for events beyond THOMAS SABO's control (e.g. natural disasters, war, viruses). Consequently, THOMAS SABO shall also not be liable for any resulting interruption or destruction of data. It is the Partner's responsibility to make appropriate backup copies.

4.3. THOMAS SABO does not guarantee sales success.

4.4. THOMAS SABO shall not be liable for any damage arising from a breach of the obligation to update data (see Section 2.6). Should THOMAS SABO suffer any loss as a result, the Partner must compensate THOMAS SABO in full.

4.5. THOMAS SABO shall only be liable for damage other than that resulting from injury to life, limb or health insofar as such damage is attributable to wilful misconduct or gross negligence on the part of THOMAS SABO, its employees or its vicarious agents, or to a culpable breach of a material contractual obligation by THOMAS SABO, its employees or its vicarious agents. This also applies to damages arising from the breach of duties during contract negotiations and from the commission of tortious acts. Any further liability for damages is excluded.

4.6. Liability is limited, except in cases of intentional or grossly negligent conduct, the breach of a cardinal obligation or the injury to life, limb or health by THOMAS SABO, its employees or its vicarious agents, to the damage typically foreseeable at the time of conclusion of the contract and, in all other respects, to the average loss typical for the contract, but in no event exceeding the Partner's average performance-related remuneration for six months. This also applies to indirect damage, in particular loss of profit.

4.7. The provisions of the Product Liability Act remain unaffected.

§ 5 Partner's Duties of Conduct

5.1. The Partner may only participate in the Partner Programme using an advertising platform for which they hold the rights. Should the registered advertising platform be registered to a third party, the Partner must, upon request, provide appropriate proof of authorisation.

5.2. The Partner is prohibited from sending spam when using advertising materials and URL codes provided by THOMAS SABO in emails. The unsolicited sending of emails constitutes a breach of German competition law and may, in each individual case, result in warnings from the recipient, competitors or consumer protection associations. The Partner is therefore prohibited from sending unsolicited emails (spam) to third parties and from using the advertising materials and URL codes provided by THOMAS SABO in such emails.

5.3. The use of the advertising materials and URL codes provided in emails is therefore only permitted if the recipients have previously given their express and verifiable consent to receive the emails (the "double opt-in" procedure) and the emails contain a legally valid legal notice.

5.4. The automatic generation of views, clicks, leads or sales by means of technical devices (including computer programmes) or through deliberate or fraudulent deception is prohibited. Any remuneration claims acquired unlawfully in this manner will be subsequently cancelled by THOMAS SABO.

5.5. The Partner undertakes not to use any methods that place THOMAS SABO commission cookies on the end user's device without contact with advertising material (view or click). This shall not apply unless THOMAS SABO has explicitly given its consent.

5.6. The Partner undertakes to design their website, including all entries in search engines, directories or third-party link lists, in such a way that only valid clicks, leads and sales are generated.

5.7. Furthermore, the Partner undertakes to design their website in accordance with the applicable legal regulations, in particular consumer protection regulations.

5.8. Furthermore, the Partner undertakes to refrain from depictions of violence, sexual or pornographic content, or discriminatory statements or depictions regarding race, gender, religion, nationality, disability, sexual orientation or age.

5.9. Furthermore, the Partner is prohibited from designing websites that could lead to a risk of confusion with the THOMAS SABO website and from using them to advertise THOMAS SABO. The Partner is not permitted to mirror the THOMAS SABO website or to reproduce graphics, texts or other content from the THOMAS SABO website. The Partner shall immediately remove THOMAS SABO advertising material from the Partner website if requested to do so by THOMAS SABO.

5.10. The Partner may only promote vouchers, discount codes, promotions or other incentives if these have been expressly approved by THOMAS SABO for the Partner Programme and are valid at the time of promotion. This also applies to publications in blogs, editorial contexts or comparable formats, regardless of whether they are produced by the Partner themselves or by third parties. In particular, the use of technical extensions, browser add-ons, plug-ins, toolbars, overlays, pop-ups or other software solutions that automatically display or impose vouchers, discounts or other incentives on users when they visit the THOMAS SABO website is not permitted.

5.11. The Partner is prohibited from bidding on or placing advertisements for THOMAS SABO's trademarks, company names, protected signs or other terms liable to cause confusion, as well as misspellings or variations thereof, within the context of paid search engine advertising. This also applies to the use of such terms in ad copy, visible URLs or other trademark-relevant elements of paid search engine campaigns, unless THOMAS SABO has expressly approved this in writing beforehand.

5.12. Advertising THOMAS SABO via bonus or cashback sites (which go beyond existing partnerships) is not permitted.

5.13. Redirects from typo domains (e.g. thomassabbo.de, thomas-sabo.de or similar) must not result in a cookie being set. In general, the ownership and maintenance of a typo domain is prohibited.

5.14. If the Partner promotes THOMAS SABO's affiliate programmes not via their own channels but by using their own affiliate network, they undertake to ensure compliance with the rules and guidelines of THOMAS SABO's General Terms and Conditions regarding the advertising methods used within their network. The Partner shall be fully liable for any breaches.

A breach of one or more of the points set out in § 5 shall result in the immediate cancellation of all sales generated and termination without notice from the THOMAS SABO Partner Programme.

§ 6 Advertising materials

6.1. Modification of the advertising materials and tracking codes generated by the system is not permitted. Exceptions may be agreed in writing with THOMAS SABO on a case-by-case basis. The advertising materials provided by THOMAS SABO may not be altered in design or content, or otherwise modified, without THOMAS SABO's approval. The Partner may determine the placement and frequency of inclusion at their own discretion.

6.2. Furthermore, the Partner is only permitted to use protected trademarks or other rights of THOMAS SABO in any way if and to the extent that THOMAS SABO has explicitly authorised this.

6.3. The Partner undertakes to integrate the advertising materials provided to them only on the advertising platform specified by them and not to pass them on to third parties. Furthermore, they must use the advertising materials only in connection with participation in the Partner Programme and exclusively in the version currently authorised by THOMAS SABO. The use of outdated, replaced, blocked, expired or withdrawn advertising materials is prohibited.

6.4. The Partner shall inform THOMAS SABO of any content-related or technical changes to their digital advertising spaces that go beyond what was to be expected at the time the contract was concluded. The Partner undertakes that, in such a case, no further advertising shall be displayed on the advertising space without prior consultation.

6.5. The Partner undertakes not to place the advertising materials provided in a context that could recognisably jeopardise the commercial interests of THOMAS SABO.

6.6. The Partner is obliged to remove the advertising materials from their advertising spaces immediately, or at the latest within 24 hours, in the event of termination, suspension, expiry of a time limit, replacement, withdrawal of approval or in comparable cases. This also applies if the use of the advertising materials or individual content, in particular photographs, image material or model images, is no longer permitted. Reuse of such advertising materials is not permitted unless THOMAS SABO has expressly authorised this in writing beforehand.

§ 7 Calculation of remuneration

7.1. The Partner shall be entitled to remuneration from THOMAS SABO exclusively in accordance with the billing and remuneration mechanisms applicable in the respective affiliate network and the terms and conditions published for the respective programme. Billing and payment shall be made via the Partner's network account. Unless expressly stated otherwise, remuneration shown is net.

7.2. The terms of remuneration under the Partner Programme are determined by THOMAS SABO and communicated to the Partner via the relevant affiliate network or in writing. Changes to the remuneration terms will be notified to the Partner with reasonable notice prior to their entry into force. A change at shorter notice is only permissible if there is a substantial objective reason for doing so, in particular in the event of changes to legal requirements, technical conditions, requirements of the affiliate network or to prevent abuse, and the change is reasonable for the Partner to accept, taking into account their legitimate interests.

7.3. The Partner's claim against THOMAS SABO for performance-based remuneration arises and becomes due under the following conditions:

- A successful event (view, click, lead, sale) has occurred on the Partner's advertising space.
- The event has been successfully logged by THOMAS SABO.

- In the case of the “Sale” event type, the user has accepted the goods at the delivery destination, the statutory withdrawal period or any additional withdrawal period granted by THOMAS SABO to its customers has expired, and the underlying turnover has been paid in full and adjusted for returns.

- THOMAS SABO has confirmed the event to the Partner.

7.4. The Partner shall have no entitlement to performance-based remuneration if an event cannot be technically attributed to the Partner due to the user’s lack of consent or withdrawal of consent to data use, or for other data protection or tracking-related reasons.

7.5. THOMAS SABO is not obliged to pay for events generated through coercion or deception, or events generated automatically or through other forms of manipulation (e.g. click generators). In such cases, THOMAS SABO is entitled to block the Partner’s credit account and to debit it by the amount already unlawfully acquired and proven.

7.6. With regard to the subsequent posting of untracked sales, THOMAS SABO shall decide whether these are approved or rejected. Furthermore, the relevant sale must have taken place no more than 3 months previously.

7.7. THOMAS SABO guarantees the Partner the completeness of the results recorded in the accounts only within the scope of the general technical capabilities of such recording in accordance with the tracking system used. Should technical recording not be possible, e.g. if the user of the Partner’s medium has rejected cookies, a claim for remuneration shall arise only if the Partner provides alternative suitable evidence and THOMAS SABO accepts such evidence.

7.8. No remuneration shall be paid for orders placed by the Partner themselves or by family members, friends or acquaintances on the Partner’s behalf; such orders shall be cancelled.

§ 8 Termination

8.1. The contract may be terminated by either party at any time.

8.2. Notice of termination must be given in writing, e.g. by email. Simply deactivating or logging out of the affiliate network does not constitute notice of termination.

8.3. All outstanding remuneration must be settled by the contracting parties by the end of the contract.

8.4. The right to extraordinary termination remains unaffected by clause 8.1.

8.5. In the event of termination, the Partner must remove all advertising materials within 24 hours. This does not release the Partner from their obligation to immediately remove invalid or no longer functional advertising codes from their advertising platforms.

§ 9 Extraordinary Termination

9.1. Both parties are entitled to terminate the contract extraordinarily where there is good cause.

9.2. Good cause shall be deemed to exist in particular where the Partner fails to comply with the provisions of

- §§ 2.8. and 5: Duties of Conduct

- § 6: Advertising Materials

- § 10: Confidentiality

9.3. It is irrelevant whether the non-compliance is committed by the Partner itself or by a third party commissioned by the Partner.

9.4. Claims for damages and contractual penalties remain unaffected by this.

§ 10 Confidentiality

10.1. Unless otherwise stipulated in these Terms and Conditions or with the express consent of the other party, all non-public information arising from the collaboration, in particular the contents of the contract, economic and financial information, customer and partner data, pricing and sales information, as well as technical and organisational information, must be treated as confidential. The Partner may not use such information, either directly or indirectly, for purposes other than the implementation of the Partner Programme, nor may they make it accessible to third parties.

10.2. Press releases concerning the cooperation under this contract must be agreed with THOMAS SABO and require the written consent of THOMAS SABO prior to publication.

§ 11 Provision of product data

11.1. THOMAS SABO may provide the Partner with product data, in particular product names, descriptions, prices, availability, image URLs and other product-related information, in a structured format. Such provision shall be made within the scope of technical and operational capabilities. THOMAS SABO shall exercise the due care customary in business dealings when selecting and maintaining the product data. However, no guarantee is given as to the accuracy, completeness, freedom from error or timeliness of the product data at all times, particularly where information originates from third parties or where price or stock changes occur at short notice.

11.2. The Partner shall take the technical and organisational measures necessary to safeguard THOMAS SABO's rights to the product data. This applies in particular with regard to ensuring use in accordance with the contract (e.g. with regard to preventing misuse by third parties and manipulation of data and content). In particular, the Partner shall take measures to prevent unauthorised third parties from using its network to access data and content.

11.3. The Partner shall store any original data carriers, files and other materials supplied by THOMAS SABO in a location secured against unauthorised access by third parties and shall expressly instruct its employees to comply with these Terms and Conditions of Participation.

11.4. THOMAS SABO is entitled to make changes to the technical and organisational structure of data that it deems necessary or appropriate, as well as to modify, restrict or replace the content of data.

11.5. The Partner acknowledges that the product data and content constitute a protectable database work and a database within the meaning of Section 4(2) sentence 1 of the German Copyright Act (UrhG) or Section 87a(1) of the German Copyright Act (UrhG), or constitute confidential information.

11.6. Rights are granted to the Partner only to the extent described below:

11.7. For the duration of this Agreement, the Partner is granted a simple, non-exclusive, non-transferable and non-sublicensable right to use the product data provided by THOMAS SABO exclusively for the purpose of promoting THOMAS SABO within the framework of this Partner Programme. Use for any other purpose is prohibited. The Partner may only use the content and elements retrieved from the product data within the scope of its own business operations and exclusively for the contractual implementation of the Partner Programme. Any sale, rental, leasing, lending, sub-licensing or other transfer of the product data or individual elements to third parties, whether for consideration or free of charge, is prohibited. Insofar as THOMAS SABO provides the Partner with image URLs for product images, the Partner may display these product images on its approved advertising platform. The Partner is not authorised to permanently store the images accessible via the image URLs on their own or third-party servers, to reproduce them, or to use them outside the scope of the contractual display, unless THOMAS SABO has previously granted permission in writing. It must always be ensured that the product images are integrated via the image URLs provided by THOMAS SABO. The disclosure of product data or individual content to third parties, as well as their integration into the Partner's own or third-party catalogues, databases, platforms or comparable systems, requires the prior written consent of THOMAS SABO. Any editing or other alteration of the product data also requires the prior written consent of THOMAS SABO.

11.8. The Partner agrees, insofar as is reasonable and possible, to provide THOMAS SABO, upon request, with all information and documents at its disposal that enable THOMAS SABO to verify compliance with the terms of use agreed in this contract.

11.9. THOMAS SABO provides the product data or the individual elements thereof free of charge and thus on a loan basis. Accordingly, THOMAS SABO shall not be liable for material defects or defects of title in the product data or the individual elements, except in cases of wilful misconduct and subject to the following clause

11.10. not liable for material defects or defects of title in the product data or the individual elements.

11.11. With regard to the product data or the individual elements thereof, THOMAS SABO shall be liable – in accordance with the provisions governing loans – for damage caused intentionally or through gross negligence. Any claims beyond this are excluded, irrespective of the legal basis.

§ 12 Contractual penalty

If the Partner culpably breaches the provisions of §§ 2.8 and 5 (Duties of conduct), § 6 (Advertising materials) or § 10 (Confidentiality), THOMAS SABO shall be entitled to claim a contractual penalty of up to EUR 5,000.00 for each individual case. In determining the amount of the contractual penalty, particular account shall be taken of the nature, severity and duration of the breach, the degree of fault, the extent to which THOMAS SABO's interests have been prejudiced, any risk of repetition, and the extent of any damage already incurred or imminent. It is irrelevant whether the breach is committed by the Partner themselves or by a third party commissioned by them, provided that the Partner is responsible for the third party's conduct. Any further claims by THOMAS SABO for damages remain unaffected; any forfeited contractual penalty shall be set off against any claim for damages arising from the same breach.

§ 13 Liability of the Partner

The Partner shall indemnify THOMAS SABO against all claims by third parties, as well as any resulting damages, costs and expenses, arising from a culpable breach of these Terms and Conditions or any other unlawful act on the part of the Partner. This also includes reasonable legal defence costs. This applies in particular if the Partner uses outdated, replaced, blocked, expired or promotional materials or content withdrawn by THOMAS SABO – in particular photographs, image material, model images or other creative content – and thereby infringes the rights of third parties or violates restrictions on use.

§ 14 Amendments to the General Terms and Conditions of Participation

14.1. Amendments to the Terms and Conditions of Participation may be made at any time and shall be announced subject to a notice period of two weeks. THOMAS SABO shall notify its contractual partner of any amendment to the General Terms and Conditions of Participation by email and provide them with the opportunity to view the current version.

14.2. The contractual partner is entitled to object to the announced amendments in writing within 14 days of receiving the notice of amendment. In the event of a timely objection, the contract shall terminate upon the announced changes taking effect, unless the parties agree otherwise. If the contracting party does not object in due time, the changes shall be deemed agreed from the announced date.

§ 15 Final Provisions

15.1. Amendments and additions to this agreement must be made in writing at the very least, unless a more stringent form is required by law.

15.2. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory statutory provisions of the country in which the Partner has its registered office or branch shall remain unaffected, insofar as their application cannot be validly excluded by contract.

15.3. If the Partner is a merchant, a legal entity under public law or a special fund under public law, or does not have a general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Nuremberg, insofar as permitted by law.

15.4. Should any provision of this agreement be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The provision that is wholly or partially invalid shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.

As of April 2026