

# General terms and conditions “ZRT – Zero-Risk Trade-In”

## A. General

1. The user of these general terms and conditions (hereinafter the “**T&Cs**”) is AUTO1.com GmbH , Bergmannstr. 72, 10961 Berlin, Germany (hereinafter “**AUTO1**”). These T&Cs shall apply exclusively to the purchase of used vehicles in the context of the “zero-risk trade-in service” of AUTO1 (hereinafter “**ZRT**” or “**ZRT Service**”).
2. In the context of ZRT, AUTO1 purchases vehicles from commercial sellers (hereinafter the “Posters” or, if used in the singular, the “Poster” [Einsteller]). The Poster must be an entrepreneur within the meaning of sect. 14 German Civil Code (Bürgerliches Gesetzbuch – BGB) (hereinafter “BGB”). Posters must first have registered with AUTO1 for the ZRT Service. The Poster shall be deemed to have accepted these T&Cs as legally binding. AUTO1 reserves the right to amend these T&Cs at any time and without giving reasons.
3. AUTO1 and the Poster agree that any agreement regarding the purchase of a vehicle between AUTO1 and the Poster in the context of ZRT is entered into exclusively on the basis of these T&Cs, irrespective of any different terms & conditions of the Poster. AUTO1 does not accept any other T&Cs — in particular conflicting terms & conditions, or terms & conditions that deviate from these T&Cs —, not even to the extent that individual provisions contained therein are not contained in these T&Cs. The acceptance of any other terms & conditions shall require the express written consent of AUTO1.
4. The most recent version of the T&Cs, as amended from time to time, is stored on the ZRT App and can be retrieved and saved from the homepage [www.auto1.com](http://www.auto1.com) at any time.

## B. Vehicle valuation by the Poster

1. General  
AUTO1 makes the ZRT App available to the Poster, free of charge, for purposes of valuing used vehicles. After the valuation of the vehicle by the Poster has been completed, AUTO1 will market the vehicle. The vehicle may be marketed via an “Instant Price” to AUTO1 or by entering the valued vehicle in an auction of AUTO1 (see chapter E).
2. Vehicle valuation  
In the context of the valuation, the Poster shall describe, accurately and fully, the vehicle that is to be marketed. The Poster must truthfully state all properties and characteristics, as well as any defects, which are considered material for the purchase decision by AUTO1. The Poster shall carry out, step by step, the vehicle-valuation procedure stipulated in the ZRT App and shall enter the necessary data, photographs and information. The Poster shall, in particular,

state fully and in detail any damage resulting from accidents and any pre-existing damage as well as defects of any kind of the vehicle.

## C. Vehicle valuation by AUTO1

1. In the context of a vehicle valuation by AUTO1, a staff member inspects and values used vehicles, usually at the location of the Poster. In relation to each vehicle that has been inspected and valued, the Poster shall communicate to AUTO1 a binding price at which the Poster guarantees (garantiert) to sell the vehicle to AUTO1.
2. The Poster undertakes to make available to the staff member of AUTO1 all documents — in particular papers, invoices and expert opinions. In addition, the Poster shall provide information in response to queries raised by the valuer and undertakes to disclose all known information regarding the valued vehicles.
3. After completion of the valuation, the vehicles will be entered for auction (see chapter E).

## D. Vehicle valuation via an expert opinion

1. In the context of a vehicle valuation on the basis of expert opinions, the Poster shall provide AUTO1 with a separate third-party opinion, including photographs, in relation to each vehicle.
2. The Poster undertakes to truthfully complete, in a table prepared by AUTO1, all necessary details that are not recorded in the expert opinion. In relation to each vehicle that has been added, the Poster shall provide AUTO1 with a binding price at which the Poster intends to sell the vehicle to AUTO1.
3. The Poster shall procure that the expert opinion was prepared truthfully and that the vehicle conforms to the description of the vehicle's condition as per the expert opinion.
4. AUTO1 shall ensure that the expert opinions that have been submitted are processed within 48 hours and that the associated vehicles are included among those that are being marketed.

## E. Marketing

1. General  
AUTO1 shall be free to choose which form of marketing is offered to the Poster. As a rule, the vehicles will be auctioned, in particular if they have been accepted by AUTO1 (see chapter C) or on the basis of an expert opinion (see chapter D).
2. „Instant Sale“  
Following the vehicle valuation by the Poster, by choosing “Instant Sale” the Poster can obtain an immediate binding purchase offer from AUTO1. The acceptance, if any, by the Poster of the offer shall be effected (i) by express

declaration over the telephone, (ii) by sending an e-mail to the e-mail address of AUTO1 that was specified to the Poster, (iii) via the AUTO1 platform (web or app) or, (iv) at the latest, upon receipt of the confirmation of purchase for the vehicle in question.

3. „Auction“

Once the vehicle has been valued by the Poster, if “Auction” is chosen, the valued vehicle may be offered for purchase to third parties by AUTO1 in the context of a 24-hour auction. The Poster shall set a binding minimum selling price for the vehicle. A purchase agreement between the Poster and AUTO1 regarding the vehicle shall be subject to the condition precedent of the acceptance of a bid submitted by a third party in the context of the 24-hour auction. The vehicle will be offered in a 24-hour auction for a maximum of three times. If the minimum selling price of the Poster or a higher purchase offer is achieved in the context of the auction, AUTO1 shall buy the vehicle from the Poster. If no bid is received for the minimum selling price of the Poster or for a price above that, then no purchase agreement shall come about between the Poster and AUTO1. In the event that AUTO1 makes an offer to the Poster beneath the minimum sale price set by the Poster, the Poster may decide, within two working days after the auction closes, whether to accept it.

## F. Handover

1. The Poster undertakes to hand over — upon conclusion of the purchase agreement — the vehicle, the associated registration documents and vehicle documents, vehicle keys as well as accessories to AUTO1 or to a service provider instructed and authorized by AUTO1, respectively.
2. The Poster shall be free to deliver the vehicle to a logistics center operated by a partner of AUTO1 or to have the vehicle collected by AUTO1. In exceptional cases, after consultation with the Poster, the purchaser of AUTO1 may collect the vehicle directly from the Poster. The costs of transport shall be borne by the Poster. .
3. In the event of a collection by AUTO1, once the purchase agreement has been entered into, AUTO1 will collect the vehicle from the location designated by the Poster. Prior to collection, the Poster shall provide the necessary information to AUTO1, in particular the location of the vehicle, business hours and earliest possible collection time. AUTO1 will use an external transport provider to collect the vehicle. AUTO1 will inform the Poster of the respective transport provider who will collect the vehicle(s).
4. Subject to internal logistics, AUTO1 will usually collect the vehicle within three working days after conclusion of the purchase agreement at the location communicated by the Poster.
5. If AUTO1 fails to meet this obligation on or before the 10th working day from conclusion of the agreement, then the Poster shall have the right to charge a storage fee which may not, however, amount to more than EUR 5.00 gross per day and vehicle. AUTO1 shall be free to furnish proof that, in fact, no or lower costs have been incurred in this regard. The Poster shall not have the right to

refuse to hand over the vehicle even if AUTO1 has not yet paid the storage fee claimed by the Poster.

6. The Poster shall grant AUTO1 and/or the service provider instructed by AUTO1 access to the business premises or location as required in order to collect the vehicle that has been sold.

## G. Payment

1. AUTO1 shall be under an obligation to fully pay the purchase price without deduction unless there is a right to reduce the purchase price (Minderungsrecht) or similar. The purchase price shall be due immediately after handover of the vehicle, any accessories delivered along with it, and the vehicle documents.
2. The purchase price shall be paid no later than three working days after the handover of the vehicle to AUTO1; it shall be paid into the account of the Poster as specified in the invoice. All prices shall be stated in euros (EUR). Payment of the purchase price shall not be deemed to automatically mean that AUTO1 accepts the vehicle as being free of any defects. This shall not affect the right to make a complaint as per chapter H.
3. Posters shall not be entitled to refuse to hand over the vehicle on the grounds that they (i) have other actual claims against AUTO1 under other purchase agreements that were entered into or (ii) merely allege that they have such claims.
4. In the event that AUTO1 is in default of payment (Zahlungsverzug), the Poster may withdraw from the purchase agreement in accordance with statutory provisions only. Default of payment shall commence seven working days after payment is due. The Poster shall not have any further damages claims against AUTO1 in relation to the default of payment. This exclusion shall not apply in relation to damages claims that are based on a breach, caused either by gross negligence (grob fahrlässig) or intentionally (vorsätzlich), of obligations on the part of AUTO1 or (i) 'persons employed in performing a contractual obligation for whom AUTO1 is vicariously liable' (Erfüllungsgehilfen) (hereinafter the "Vicarious Agents") or (ii) servants in a master-servant relationship for whom AUTO1 is generally liable (Verrichtungsgehilfen) as well as in case of an injury to life, body or health. The claims on the part of the Poster referred to in this no. 4 shall become time-barred after one year from the time at which the claim arises.

## H. Warranties

1. The general warranty rights (Gewährleistungsrechte) of the BGB and the German Commercial Code (Handelsgesetzbuch – HGB) (hereinafter "HGB") shall apply. Contrary to sect. 377 HGB, AUTO1 may make a complaint to the Poster about defects of the vehicle up to 30 days after the vehicle has been handed over but no later than three working days after the vehicle has been handed over to the purchaser of AUTO1. The legal consequences of sect. 377 HGB shall arise only after this time has expired.

## I. Data protection

1. The protection of personal data of the Poster is important to AUTO1. In this context, we refer to the [Data protection](#) of AUTO1. The forwarding of the data to affiliated companies of AUTO1 shall be permissible.
2. If Posters retract their registration for the ZRT Service, then they shall have a right for the stored data to be deleted unless AUTO1 still requires the data for purposes of contract processing.
3. AUTO1 shall be entitled to collect, store and process personal data and to use it for its own purposes. In doing so AUTO1 will, in particular, observe the provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG).

## J. Utilization

1. AUTO1 will endeavor to ensure at all times that the ZRT Service is available without any disruptions and free from any faults. Due to the nature of the Internet, however, it is impossible to guarantee (garantieren) this. It is possible that access by Posters to the ZRT Service may be interrupted or limited from time to time in order to allow for repairs, maintenance work or the introduction of new services. AUTO1 will endeavor to limit the frequency and duration of each of these temporary disruptions or restrictions.
2. AUTO1 does not give any warranty (Gewährleistung) for the absence of technical defects, in particular for the continuous and uninterrupted availability of the ZRT Service or for the error-free display of the contents entered by the Poster. In the event that the ZRT Service is not accessible, the Poster may contact customer service.
3. The Poster shall, free of charge, grant AUTO1 and the affiliated companies of AUTO1 the right – unlimited in terms of time, content and geographical area – to exploit, both online and offline, the (i) contents that the Poster has transmitted to AUTO1, (ii) vehicle data as well as (iii) photographs made available by Poster in the context of the valuation of a vehicle.

## K. Provision of information

1. AUTO1 shall be entitled to pass personal data of the Poster and/or the Poster's Vicarious Agents on to law enforcement agencies, regulatory authorities, other authorities or authorized third parties on the basis of a request for information in connection with investigation proceedings, with a suspicion in relation to a criminal offense, an unlawful act or other acts which may result in legal liability on the part of AUTO1.

## L. Miscellaneous

1. From the time the vehicle valuation commences until the purchase by AUTO1 or the failure of the purchase, the Poster undertakes to refrain from offering the vehicle to third parties via other sales channels.

2. From the time of valuation, the Poster shall bear the procurement risk, i.e. from this time onwards the Poster shall be liable vis-à-vis AUTO1 for the destruction of the vehicle or deterioration of the vehicle's condition, provided that a purchase agreement is concluded between the Poster and AUTO1.
3. All agreements, legal relationships and business connections that are subject to these T&Cs as well as the associated and resulting claims shall be subject to German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The exclusive place of jurisdiction for all current and future claims arising from the business connection shall be the Local Court (Amtsgericht) of Berlin Tempelhof-Kreuzberg or the Berlin Regional Court (Landgericht). AUTO1 shall be entitled to also sue the respective Poster at the Poster's general place of jurisdiction.

(Version as at April 2017)