

Terms and conditions of sale for used vehicles

A. General

1. AUTO1.com GmbH, Bergmannstr. 72, 10961 Berlin operates the website www.auto1.com on which AUTO1 Group GmbH, Bergmannstr. 72, 10961 Berlin (registered at the Local Court (*Amtsgericht*) of Charlottenburg, with commercial register no. HRB 143662, hereinafter "**AUTO1**") operates a trading platform for used vehicles (hereinafter "the **Trading Platform**"). Via the Trading Platform, such used vehicles are sold exclusively to car dealers.
2. Only parties that are registered on the Trading Platform as dealers (hereinafter "**Dealers**") may purchase vehicles offered via the Trading Platform. The terms and conditions of use of the Trading Platform ("General Terms and Conditions governing the use of the services that are accessible via the website www.auto1.com") shall apply to the use of the Trading Platform.
3. The owner and seller of the vehicles offered via the Trading Platform is AUTO1 European Cars B.V., Overschiestraat 57, 1062 HN Amsterdam, The Netherlands (companies' register no. 856915361), or AUTO1 Italia Commercio s.r.l., Piazzale Luigi Cadorna 2 Milano, Italy (registered on the business register of the Italian Chambers of Commerce in Milan, with no. 09487630965) (each of these companies individually hereinafter a "**Seller**" and together the "**Sellers**"). Both AUTO1.com GmbH and the Sellers are entities of the corporate group of AUTO1 (hereinafter collectively the "**AUTO1 Group**").
4. In addition to operating the Trading Platform, AUTO1 performs all additional services related to the purchase agreement, such as the processing purchases, handling vehicles and vehicle documents and, where necessary, organising the transport of, or transporting itself, vehicles (such handling of vehicles, handling of vehicle documents and transport hereinafter "**Vehicle-Related Services**").
5. These Terms and Conditions of Sale govern the contractual relationship between, in each case, the Dealer and the respective Seller as well as AUTO1. The Sellers, AUTO1 and the Dealer expressly agree that all contractual relationships of the Sellers and AUTO1 with the Dealer are exclusively governed by these Terms and Conditions of Sale, regardless of any other general terms and conditions of the Dealer. The Sellers and AUTO1 do not accept any other terms and conditions – including, in particular, conflicting terms and conditions, or terms and conditions that deviate from these Terms and Conditions of Sale – irrespective of whether or not individual provisions contained therein are contained in these Terms and Conditions of Sale. The acceptance of any other terms and conditions shall require the express written consent of the respective Seller or AUTO1, as case may be.
6. The Dealer accepts these Terms and Conditions of Sale as legally binding upon its initial registration on the Trading Platform. The Sellers and AUTO1 respectively reserve the right to modify these Terms and Conditions of Sale in relation future sales at any time and without giving reasons.
7. These Terms and Conditions of Sale have been uploaded in printable format on the Trading Platform. The current version of these Terms and Conditions of Sale (as

amended from time to time) can be retrieved and saved at any time from the homepage of www.auto1.com.

B. Terms and conditions of the Sellers

I. Entering into an agreement

1. The Trading Platform is divided into the following categories: "Instant Purchase", "24h Auction", and "Customer Auction". The listing and description of vehicles shall not constitute an offer to enter into a purchase agreement but rather merely a call for the Dealer to make such an offer (known as an *invitatio ad offerendum*).
2. The Dealer may call up the individual vehicles in the respective categories and, where interested, make an offer in accordance with the provisions of the respective category by stating a purchase price for the vehicle in question. Doing so shall constitute a binding offer on the part of the Dealer to enter into a purchase agreement with the respective Seller. The Dealer shall be bound by such offer, during each bid-submission period and for a period of 7 days thereafter (hereinafter "**Commitment Period**"). Should the end of the Commitment Period fall on a Sunday or public holiday, the next working day shall be deemed to be the last day of the Commitment Period.
3. If the dealer does not receive notice of the conclusion of the purchase agreement within the Commitment Period, its offer shall cease to be binding upon the expiry of the Commitment Period.
4. The purchase agreement between a Seller and the Dealer shall be concluded by the respective Seller accepting the Dealer's offer. Subject to paragraph 5, the Dealer will be notified of the fact that a purchase agreement has been concluded by way of a purchase confirmation sent by email during the Commitment Period. Upon receipt (*Zugang*) by the Dealer of the purchase confirmation, the consequences attached to the conclusion of the agreement (as set out below) shall take effect.
5. It may be the case that the relevant vehicle documents have not been handed over by the pre-seller or a financing bank within the Commitment Period, and, as such, the vehicle is not yet finally available to the respective Seller. Provided that the advertised vehicle is shown within the "My upcoming purchases" section of the Dealer's profile on the Trading Platform within the Commitment Period, the relevant Commitment Period will be extended to 30 days and paragraphs 2 sentences 3 and 4, paragraph 3 and 4 shall be read accordingly.
6. Rights and obligations under the purchase agreement shall be subject to the Terms and Conditions of Sale as applicable at the point in time of the conclusion of the purchase agreement.

II. Utilization of services

1. The Sellers may make electronic services (tools) available for the purposes of the swift processing and performance of individual purchase agreements (where necessary by involving a third party). The Dealer shall be under an obligation to

exclusively use these services for payment, collection, transportation, complaints and other matters.

2. In this context, Dealers shall be obliged to keep their data up to date (for example, to adjust the system to reflect any change in address without undue delay).

III. **Payment**

1. The Dealer shall be under an obligation to pay the full purchase price for the vehicle without deduction. Details of the relevant purchase price are set out in the respective purchase confirmation.
2. The purchase price shall be due immediately. The purchase price shall be paid immediately after the purchase agreement has been entered into and the purchase confirmation has been sent to the Dealer. Payment shall be effected by way of bank transfer to the account specified in the purchase confirmation. The Dealer shall have the right to pay the purchase price for the vehicle to AUTO1, with such payment having discharging effect (*schuldbefreiende Wirkung*) vis-à-vis the relevant Seller. The Dealer shall be considered to enter into default (*Verzug*) pursuant to Section 286 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) (hereinafter "**BGB**") after three working days (*Werktage*) from it having received the payment demands included in the invoices.
3. If the Dealer is in arrears with its payment obligation under a purchase agreement, it shall make a one-off payment to the Seller of 5 % of the purchase price, or EUR 250,00 (whichever sum is higher) as a contractual penalty. This shall not apply if the Dealer is not responsible for the delay in payment. In the event that the amount of the contractual penalty is deemed inadequate, the parties agree that the competent court shall in its sole discretion determine such amount due under this Section D, Clause IV(5).
4. The Dealer shall not be permitted to offset nor to exercise any retention rights against any of the Seller's claims unless such claims have been expressly accepted by the relevant Seller or have been established in court in a final and binding manner (*rechtskräftig*). In particular, the Dealer shall not be entitled to refuse payment on the grounds that it has, or allegedly has, other actual or alleged claims against the respective Seller under other agreements (including other purchase agreements).
5. In the event that the Dealer is in default of payment (*Zahlungsverzug*), the respective Seller may withdraw from the purchase agreement. After withdrawal has been declared – such withdrawal may also be declared by sending a cancellation document (*Stornobeleg*) to the Dealer – the respective Seller will release the vehicles for resale. The Dealer shall be obliged to pay to the respective Seller a lump sum of 5% of the purchase price or EUR 250.00 (net) (whichever sum is higher), per vehicle in respect of the damage incurred due to the withdrawal and resale, unless the Dealer proves that no or only lower costs were actually incurred in this regard. Any diminished proceeds realized during resale shall also be asserted as damages against the Dealer. In the event that a contractual penalty has fallen due under paragraph 3 of this Section before the relevant Seller's withdrawal, the respective amounts due as damages under this paragraph 5 and such contractual penalty shall be netted. If the Dealer does not pay the amount claimed within five working days,

the respective Seller will immediately initiate legal proceedings for debt recovery (*Mahnverfahren*) against the Dealer. The respective Seller expressly reserves the right to assert further damages claims arising from the default of payment.

6. Section 288 paragraph 5 BGB shall apply.

IV. **Collection**

1. Any risks associated with the vehicle purchased shall pass to the Dealer upon the purchase agreement being entered into. It shall be the Dealer's own responsibility to collect the sold vehicle at the respective location of the vehicle. The respective Seller reserves the right to move the vehicle (within the scope of the internal logistics and until it is collected by the Dealer) to the logistics centre that is closest to the current location of the vehicle. Upon conclusion of the agreement and after the Dealer has registered to collect the vehicle, the respective Seller will provide the Dealer with notice of all information necessary for such collection, which will include, in particular, the location, business hours and earliest collection date (hereinafter the "**Collection Notice**"). The registration for collection must be notified to the Seller at least 24 hours in advance of the collection. A collection without registration is not possible.
2. The Dealer shall collect the purchased vehicle from the location specified in the Collection Notice within three working days of the date stated in the Collection Notice as the earliest possible collection date.
3. If the Dealer fails to meet this obligation, the respective Seller will charge a storage fee of EUR 15.00 (plus VAT) per day and per vehicle. The Dealer shall pay this storage fee to the respective Seller unless the Dealer proves that no or only substantially lower costs were actually incurred in this regard. The respective Seller reserves the right not to release the vehicle to the Dealer until the storage fee incurred has been paid in full.
4. The respective Seller shall grant the Dealer access to the business premises or the relevant storage location in question as is necessary for the collection of the sold vehicle.
5. When collecting the vehicle, the Dealer shall be obliged to inspect the vehicle for the correct vehicle identification number (hereinafter "**VIN**"), and damage as well as for any missing accessories. Should there be any damage or missing accessories, the Dealer shall record this on the documentary proof of handover of the vehicle. The general terms and conditions of the respective logistic centre shall apply. Notwithstanding this, the Dealer shall be under an obligation to notify the respective Seller of any such defects or missing accessory in accordance with Section B Clause VIII of these Terms and Conditions of Sale.
6. If the Dealer fails to meet its obligation to inspect the VIN and collects a different vehicle from the one specified in the purchase agreement, the Dealer shall be under the obligation to pay to the respective Seller a contractual penalty of EUR 200,00 (net). In addition, the Dealer shall indemnify AUTO1 and the respective Seller against all further damages caused by the collection of the wrong vehicle as well as future damages (for example, the costs of the return transport of the vehicle to the collection location and all claims for compensation made by the correct

purchaser against the respective Seller) or perform the relevant services (for example, the return transport) itself and at its own expense.

7. Force majeure or disruptions of operations that occur at the respective Seller's premises or at the logistic centre (for example, owing to riots, strikes etc.) which temporarily prevent the Seller, through no fault of its own, from making the vehicle available or delivering it, shall extend the relevant delivery and/or performance time by the duration of the impediment plus a reasonable lead time of one week.

V. **Transport**

1. Through a corresponding selection in its profile on the Trading Platform, the Dealer may instruct AUTO1 to initiate the transport of the vehicle purchased by such Dealer to the delivery address specified by it. The commissioning for the transport via the Trading Platform or otherwise by the Dealer constitutes a binding offer to AUTO1 to place the transport order. AUTO1 notifies the Dealer of the acceptance of such order, usually by sending the commissioning confirmation ("**Transport Request Confirmation**"). AUTO1 shall be entitled to commission external service providers to carry out the transport. The "German Freight Forwarders' Terms and Conditions 2017 (English language version of the Allgemeinen Deutsche Spediteurbedingungen 2017 - ADSp 2017)", accessible at [https://www.dslv.org/dslv/web.nsf/gfx/8EC8ED02A1A5831CC125812500311FD7/\\$file/DSLVAADSp_2017_EN_v11_Mai%202017.pdf](https://www.dslv.org/dslv/web.nsf/gfx/8EC8ED02A1A5831CC125812500311FD7/$file/DSLVAADSp_2017_EN_v11_Mai%202017.pdf), shall apply with the exception of the provision of No. 30 of the ADSp 2017. The acceptance of the transport order by AUTO1 and/or the shipment of the purchased vehicle to the delivery address specified by the Dealer shall have no effect on the place of performance and fulfilment (*Leistungs- und Erfolgsort*); the Dealer remains obliged to collect the relevant vehicle ("Holschuld").
2. The Dealer shall be under an obligation to inspect the vehicle immediately upon delivery and to note down any visible damage and missing accessories on the consignment note (*Frachtbrief*) or the CMR consignment note (*CRM-Frachtbrief*). Regardless of this, the Dealer shall be under an obligation to notify the respective Seller of any such defects in accordance with section B clause VIII of these Terms and Conditions of Sale.

VI. **Retention of title** (*Eigentumsvorbehalt*)

1. The Seller is obliged to hand over the vehicle, respective vehicle documents and, if available, existing accessories, to the Dealer after complete fulfilment of all obligations arising of the contract by the Dealer. Until the Dealer has fulfilled all obligations under the purchase agreement in full, the Seller retains ownership of the vehicle sold and all rights associated therewith.
2. Within the duration of the retention of title, the right of possession of the registration certificate part II (*Fahrzeugbrief*) belongs to the Seller.
3. The Dealer shall be obliged to handle the car with all necessary diligence during the duration of the retention of title.

VII. **Defects** (*Mängel*)

1. Any claims for defects shall be excluded in relation to the sale of vehicles to Dealers. There shall be no claims for defects in quality, in particular, if the defect or damage is attributable to normal wear and tear. This exclusion shall also apply to defects which occur between conclusion of the purchase agreement and handover of the vehicle to the Dealer.
2. Vehicle data which are listed in the vehicle description under "Vehicle data according to identification number (VIN)" (*Fahrzeugdaten laut Identifikationsnummer*) will be made available to the respective Seller by third party suppliers (DAT). Any liability for the correctness of these data is excluded. In particular, these data do not constitute an agreement about the quality of the goods (*Beschaffenheitsvereinbarung*).
3. The exclusions in paragraph 1 and 2 shall not apply in case of fraudulent intent (*Arglist*) and in relation to damages claims that are based on a grossly negligent or intentional breach of obligations on the part of the respective Seller or persons employed by the Seller in the performance of its obligations (*Erfüllungsgehilfen*) or persons obliged to carry out the instructions given by the respective Seller (*Verrichtungsgehilfen*) as well as in case of an injury to life, body or health.
4. If, in special exceptional cases, the purchase agreement is rescinded (*rückabgewickelt*) and if the respective Seller takes the vehicle back from the Dealer in the course of this rescission (*Rückabwicklung*), the Dealer will be charged compensation for use, if during the period since it was sold to the Dealer, the vehicle was used for more than 100 km (approx. 62 miles). The respective Seller is entitled to offset the compensation for use against the purchase price to be repaid as part of the rescission. The Dealer shall be deemed to have agreed to such a set-off.
5. The Dealer refrains from charging any storage or other processing fees.
6. Any rescission of the transaction shall be effected in accordance with this paragraph (6). The Dealer shall be under an obligation to send a current photograph of the mileage counter of the relevant vehicle to the respective Seller, to return all vehicle documents obtained by it, any spare keys and all accessories and to move the vehicle to the nearest site of the respective Seller or any other site specified by the respective Seller. As of the date it is informed of the rescission, the Dealer shall be required to meet this obligation within 3 working days (*Werktage*) in the case of national shipment/transport or within 5 working days in the case of international shipment/transport. If the Dealer fails to meet this obligation within the applicable timeframe, the respective Seller will charge a fee of EUR 15.00 (net) per day plus VAT, unless the Dealer proves that no or only lower costs were actually incurred by the respective Seller in this regard. Following receipt of all vehicle documents, any spare keys, accessories and the vehicle, the respective Seller shall repay to the Dealer the purchase price less, where applicable, the compensation for use and a fee, as separately notified.

VIII. **Complaint**

1. The Dealer must inspect the sold vehicle and all accessories without undue delay (*unverzüglich*) after taking possession and, if a defect becomes apparent, must

record any defect on the consignment note or the documentary proof of handover of the vehicle and notify the respective Seller of such defect without undue delay, i.e. within one working day after taking possession, via the electronic services made available on the Trading Platform (hereinafter the "**Complaints Tool**"). Any later notifications of a defect as well as any notifications of a defect issued in any other manner (for example, face to face or over the telephone) will not be taken into account. If the Dealer fails to issue such notification, the vehicle and any accessories shall be deemed to have been approved by the Dealer unless the defect is of such a manner that it would not be noticeable during a reasonable inspection. The Dealer is not entitled to claim in respect of any obvious defect that was present at the time of delivery or collection and which has not at the time been recorded on the consignment note or the proof of handover of the vehicle.

2. If such a defect which was not noticeable when the vehicle was taken into the Dealer's possession becomes apparent at a later point in time, the Dealer must notify the respective Seller accordingly within one working day of its discovery. If the Dealer fails to do so, the vehicle shall be deemed to have been approved by the notwithstanding such defect. This shall not apply to the extent that the respective Seller or the persons employed by the respective Seller in the performance of its obligations and/or the persons obliged to carry out the instructions given by the respective Seller have fraudulently concealed the defect.
3. The Dealer shall provide the relevant evidence for the defect via the Complaints Tool within 7 days of the Seller requesting such evidence. If the Dealer does not comply with this obligation, the vehicle and any accessories shall be deemed to have been approved by the Dealer.
4. The respective Seller will examine the claimed defects and notify the Dealer in writing about the outcome of the complaint.
5. Incompleteness of the accessories shall qualify as a defect. In such a case, paragraphs 1 to 4 shall apply *mutatis mutandis*.

C. Terms and conditions of AUTO1

1. In respect of every purchase agreement entered into via the Trading Platform, the Dealer shall pay an auction fee for the use of the Trading Platform to AUTO1 (in these terms and conditions, the "**Auction Fee**"). The amount of the Auction Fee depends on the purchase price for the vehicle and shall be listed in the current price list.
2. In addition, the Dealer shall be required to bear the costs of the Vehicle-Related Services (in these terms and conditions, the "**Fees**") requested by it and provided by AUTO1. The amount of the Fees shall be specified in the price list.
3. The relevant Fees and the Auction Fee shall be specified in the purchase confirmation and shall be invoiced to the Dealer separately by AUTO1.
4. Section B, Clause III shall apply *mutatis mutandis* to the payment of the Fees and the Auction Fee. These are due immediately after the conclusion of the purchase agreement.

5. In the event of a transport order pursuant to Section B, Clause V, AUTO1 will invoice the corresponding transport costs to the Dealer. The relevant transport costs shall be notified by AUTO1 to the relevant Dealer beforehand. If the purchase price is due immediately in accordance with Section B, Clause III(2), the Dealer shall be considered to enter into default (*Verzug*) pursuant to Section 286 BGB after three days from it having received the Transport Request Confirmation. If the Dealer fails to pay these, the respective Seller shall have an unlimited retention right in relation to the vehicle until all payment obligations have been met in full. For the duration of the default (*Verzug*), Section B, Clause III(3) applies *mutatis mutandis*.

D. Joint terms and conditions

I. Transferability

The transfer of any rights and/or obligations of the Dealer under any contractual relationship with a Seller or AUTO1 shall require the prior written consent of the respective Seller or AUTO1, respectively.

II. Liability

Without prejudice to Section B Clause VII, the Sellers and AUTO1 shall only be liable for damages caused by a breach of obligations due to its gross negligence (*grobe Fahrlässigkeit*) or willful misconduct (*Vorsatz*). This shall not apply in case of damages resulting from the injury to life, body or health as well as from the breach of obligations which are considered essential for the fulfilment of mutual rights and obligations arising from the respective contracts, and whose breach is hence suitable to undermine the basic values of the underlying contract.

III. Data protection and provision of information

1. We refer to the data protection statement. The forwarding of the data to the European subsidiaries of AUTO1 shall be permissible. If Dealers withdraw their registration for the Trading Platform, they shall have a right to the deletion of the stored data unless an entity of AUTO1 Group still requires the data for purposes of contract implementation.
2. The Sellers and AUTO1 shall be entitled to collect, store and process personal data and to use it for their own purposes. In doing so, the Sellers and AUTO1 will in particular comply with the applicable data protection laws and the provisions of the German Telemedia Act (*Telemediengesetz – TMG*).
3. The Sellers and AUTO1 shall be entitled to pass personal data of the Dealer and/or the persons employed by the Dealer in the performance of its obligations 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 or with a suspicion regarding a criminal offense, an unlawful act or other acts which may result in legal liability on the part of a Seller, AUTO1, the Dealer or any other authorized third party.

IV. Miscellaneous

1. The contracting parties and the subject of the purchase agreement shall be recorded, for the purposes of the documentation, in the form of a purchase confirmation. Handwritten modifications or supplements of the purchase confirmation shall be invalid. A Seller or AUTO1 may make changes to the websites, sets of rules as well as these Terms and Conditions of Sale at any time.
2. If any of these Terms and Conditions of Sale is or becomes invalid, void or – for any reason whatsoever – unenforceable, such provision shall be deemed to be severable and shall not affect the validity and enforceability of all remaining provisions.
3. The business relationship shall be subject to the version of the Terms and Conditions of Sale applicable at the time at which the respective individual purchase agreement is entered into.
4. All agreements, legal relationships and business relationships that are subject to these Terms and Conditions of Sale as well as the associated and resulting claims shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. The exclusive place of jurisdiction for all current and future claims arising from the business relationship between the parties shall be the district court of Tempelhof-Kreuzberg, Berlin, or the superior court of this court, should the material competence lie with the latter. The Sellers and AUTO1 shall be entitled to also sue the respective contractual partner at the latter's general place of jurisdiction.

Annex

Examples of defects in quality covered by the exclusion of warranty pursuant to Section B Clause VII are:

- vehicles that have been marked as vehicles that were involved in an accident (this shall also include economic total losses (*wirtschaftliche Totalschäden*))
- vehicles with a mileage in excess of 150,000 km (approx. 93,200 miles)
- vehicles older than 10 years, with normal wear and tear
- visible defects and damage, such as, in particular:
 - small paint scratches
 - small dents
 - missing antennas
 - scratches to the aluminum rims
 - soiled interior (including smells)
 - flat/damaged tires
 - small damage caused by the impact of stones on the windscreen (including outside of the field of vision)
 - missing operating manual, radio code cards for the vehicle
 - missing navigation CDs, DVDs, hard drives or modules or memory card for navigation devices
 - missing luggage-compartment cover or parcel shelf
 - missing spare tire, breakdown kit, Tirefit kit or vehicle tool kit
 - missing remote controls (e.g. for engine-independent heating, radio or similar)
 - missing component keys (tow bar, trailer hitch, roof rack, etc.)
- blown light bulbs, LED, Xenon/Xenon bulbs
- technical defects to wearing parts, such as, in particular:
 - exhaust system (e.g. particle filter, muffler, catalytic converter)
 - Airco Fluid (air-conditioning-system fluid)
 - shock absorbers
 - broken springs
 - transverse control arms, axial control arms and bushings
 - wheel bearings
 - strut bearings
 - seeping-out of fluids (e.g. motor oil, coolant, transmission oil, etc.)
 - wiper blades
 - seals
 - battery
- for vehicles that have been marked "SPECIAL OFFER - Highest bid wins"

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