

## Terms and conditions of sale for used vehicles

### A. General

1. AUTO1.com GmbH, Bergmannstr. 72, 10961 Berlin operates the website [www.auto1.com](http://www.auto1.com), on which AUTO1 Group Operations SE, Bergmannstr. 72, 10961 Berlin (registered at the Local Court (*Amtsgericht*) of Berlin-Charlottenburg with commercial register no. HRB 229440 B, hereinafter "**AUTO1**") operates a trading platform for used vehicles (hereinafter the "**Platform**"). Via the Platform, such used vehicles are sold exclusively to car dealers.
2. Only parties that are registered on the Platform as dealers (hereinafter "**Dealers**") may purchase vehicles offered via the Platform. The terms and conditions of use of the Platform ("General Terms and Conditions governing the use of the services that are accessible via the website [www.auto1.com](http://www.auto1.com)") shall apply to the use of the Platform.
3. AUTO1 European Cars B.V., Hullenbergweg 95, Building B, Treecity, 1101CL Amsterdam, the Netherlands (commercial register number 67290507), AUTO1 Car Export S.r.l., Viale del Commercio 56, Verona, Italy, (registered with the business register of Verona with no. c.f./p.iva 04927470239) or AUTO1 Car Trade S.r.l., Viale del Commercio 56, Verona, Italy, (registered with the business register of Verona with no. c.f./p.iva 04927460230) (each of these companies individually hereinafter a "**Seller**" and together, the "**Sellers**") is the seller of the vehicles offered via the Platform and holds title to such vehicles either in the form of ownership (or, in the case of AUTO1 European Cars B.V., in the form of an expectancy right (*Anwartschaftsrecht*) with respect to vehicles which AUTO1 European Cars B.V. has transferred to a financier (or a trustee or representative acting on behalf of such financier) as security for securing AUTO1 European Cars B.V.'s own obligations and in respect of which ownership will automatically be re-transferred to AUTO1 European Cars B.V. upon the occurrence of certain conditions) (such position(s) hereinafter referred to as "**Title**"). If AUTO1 European Cars B.V. acts as the Seller, it shall remain so even if another tax entity based in the respective country is indicated on the invoice. 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 Platform, AUTO1 performs additional services, such as processing purchases, the handling of payments, handling vehicles and vehicle documents and, where necessary, organizing the transport of, or transporting itself, vehicles (hereinafter the "**Car-Related Services**").
5. These Terms and Conditions of Sale for used vehicles govern the contractual relationship between, in each case, the Dealer and the respective Seller and AUTO1 (hereinafter the "**GTC Sale**"). In this respect, on the one hand, the contractual relationship with the relevant Seller regarding the used vehicle (hereinafter the "**Used Vehicle Purchase Agreement**") and, on the other hand, the contractual relationship with AUTO1 regarding the vehicle-related services (hereinafter the "**Service Agreement**" and together with the Used

Vehicle Purchase Agreement, the “**Agreements**”) is established. 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 GTC Sale, regardless of any other general terms and conditions of the Dealer. Neither the Sellers nor AUTO1 accept any other terms and conditions – including, in particular, conflicting terms and conditions, or terms and conditions that deviate from these GTC Sale – irrespective of whether or not individual provisions contained therein are contained in these GTC Sale. The acceptance of any other terms and conditions shall require the express written consent of the respective Seller or AUTO1, as the case may be.

6. The Dealer accepts these GTC Sale as legally binding upon its initial registration on the Platform. The Sellers and AUTO1 respectively reserve the right to modify these GTC Sale in relation to future sales at any time and without giving reasons.
7. These GTC Sale have been uploaded in printable format on the Platform. The current version of these GTC Sale (as amended from time to time) can be retrieved and saved at any time from the homepage of [www.auto1.com](http://www.auto1.com).
8. If the Dealer participates in AUTO1 Financing, the [Special Conditions AUTO1 Financing](#) (hereinafter the “**GTC AUTO1 Financing**”) shall apply in addition to these GTC Sale. In the event of any contradictions between these GTC Sale and the GTC AUTO1 Financing, the provisions of the GTC AUTO1 Financing shall prevail.

## **B. Terms and conditions of the Sellers for the Used Vehicle Purchase Agreement**

### **I. Entering into an agreement**

1. The Platform is divided into the following categories: “Instant Purchase”, “24h Auction”, “Customer Auction”, and “Catalogue Auction” (hereinafter: “**Category**”). In each Category, vehicles are individually presented and described (“hereinafter: “**Advertisement**”). In each Advertisement, the Dealer can submit purchase offers in accordance with the rules of the respective Category. The listing and description of vehicles shall not constitute an offer to enter into a Used Vehicle 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 Used Vehicle Purchase Agreement with the respective Seller. The Dealer shall be bound by such offer from the moment of the bid and in any case until 7 days of the expiration of the bid-submission period. (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 Used Vehicle Purchase Agreement within the Commitment Period, its offer shall cease to be binding upon the expiry of the Commitment Period.
4. The Used Vehicle Purchase Agreement between the 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 Platform within the Commitment Period, the relevant Commitment Period will automatically be extended to a total of 30 days and paragraph 2 sentences 3 and 4, paragraph 3 and paragraph 4 shall be read accordingly.
6. Rights and obligations under the Used Vehicle Purchase Agreement shall be subject to the GTC Sale as applicable at the point in time of the conclusion of the Used Vehicle Purchase Agreement.
7. The Dealer is prohibited from submitting purchase offers on the Platform himself and/or through other natural or legal persons who are close to him and/or are in his sphere of influence (in particular in the event that he would be the beneficial owner pursuant to Section 3 of the German Money Laundering Act, in the case of affiliated companies pursuant to Section 15 of the German Stock Corporation Act or in the case of bids by "straw men") for vehicles which they or persons from the aforementioned group of persons have offered to AUTO1 Group and which have not yet been purchased by AUTO1 Group at the time of the purchase offer. If there is reasonable suspicion of such behaviour, the respective Seller has the right to withdraw from the contract.

The respective Seller must protect the integrity of the Platform in order to be able to offer fair market prices to other Dealers. This can no longer be guaranteed with the behaviour described above and can lead to a massive breach of trust with other Dealers on the Platform and considerable financial and reputational damage for the respective seller and the other AUTO1 Group companies.

8. The procedure described in paragraph 7 as well as other manipulations of the purchase process on the Platform - e.g. through sham offers or price gouging - may constitute a criminal offence. After examination, the respective Seller will file a criminal complaint in these cases.

## II. Utilisation 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. The Dealer shall be obliged to keep his data, in particular his VAT-ID, up to date on his account on the Platform.

## III. Payment and refund of Value Added Tax (VAT)

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 after conclusion of the Used Vehicle Purchase Agreement. The purchase price shall be paid with discharging effect (*schuldbefreiende Wirkung*) immediately after 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 be considered to enter into default (*Verzug*) pursuant to after three working days (*Werktage*) from it having received the purchase confirmation. Section 286 German Civil Code (Bürgerliches Gesetzbuch – BGB) (hereinafter “BGB”) is applicable.
3. If the Dealer is in arrears with its payment obligations under a purchase agreement, it shall make a one-off payment to the Seller of 5% of the purchase price or EUR 250.00 (net) (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 according to Section D V Nr. 6 shall in its sole discretion determine such amount.
4. Payment of the purchase price in part payments is prohibited. If the Dealer performs partial payments despite this prohibition, the amounts paid will be deducted from the claims of the Seller in the following order: purchase price, auction fee, Car-Related Services, other costs. If the Dealer performs partial payments, he shall make a one-off payment to the Seller of 5% of the purchase price or EUR 250.00 (net) (whichever sum is higher) as a contractual penalty. The Seller reserves the right to present and assert any damage exceeding this amount. In the event that the amount of the contractual penalty is deemed inadequate, the parties agree that the competent court according to Section D V Nr. 6 shall in its sole discretion determine such amount.
5. 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 Used Vehicle Purchase Agreements).

6. If the Dealer is in default of payment (*Zahlungsverzug*), the respective Seller may withdraw from the Used Vehicle 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 realised 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.
7. If the Used Vehicle Purchase Agreement concluded between the Dealer and the respective Seller fulfills the requirements of an EU intra community supply/intra-community acquisition in the sense of Article 138 and Article 141 of EU Directive 2006/112/EC on the common system of value added tax (VAT Directive) or the the vehicle is exported outside the customs territory of the European Union, the respective Seller reimburses the value added tax to the Dealer and issues a new invoice, if the Dealer submits to the respective Seller or AUTO1 the necessary documents (according to the respective country's law) within 90 days after dispatch of the invoices or in case of transport by AUTO1 (Section C) within 90 days after dispatch (goods issue). If the Dealer submits his request for refund or the necessary documents after expiration of the time period of 90 days, the respective Seller is entitled in its sole discretion to reject the refund application. If the refund application is not rejected, AUTO1 is entitled to charge a fee as follows for the administrative handling of the refund:
  - 250,00 EUR (net) if the refundable amount is 1.000,00 EUR or more;
  - 150,00 EUR (net) if the refundable amount is below 1.000,00 EUR;As far as possible, this fee will be offset with the amount of the refund.
8. In the case of vehicles sold subject to differential taxation, there is no refund of VAT.

#### **IV. Payment in other currencies; reservation of right of withdrawal**

1. AUTO1 may offer, for certain currencies, that the purchase prices for vehicles purchased by Dealers can be paid in another currency than euros (hereinafter "Foreign Currency") at an exchange rate determined by AUTO1 (hereinafter "AUTO1 Exchange Rate"). The Dealer can set this in his account profile, insofar as he can and wishes to make use of this option. It is at the discretion of the

Sellers and AUTO1 whether they wish to grant the Dealer this option; the Dealer has no claim to this option.

2. The new setting takes effect immediately, also with effect for offers already submitted, and is binding for the Dealer. The offers will continue to be displayed in Euro on the platform, the daily AUTO1 Exchange Rate will be shown to the dealer for information purposes. The final purchase price in the foreign currency (hereinafter "Foreign Currency Price") is based on the AUTO1 exchange rate on the date of the purchase confirmation. The Foreign Currency Price results from the purchase confirmation.
3. If the Dealer nevertheless pays the Foreign Currency Price in euros, the amount paid in euros shall be credited to the Foreign Currency Price at the AUTO1 Exchange Rate at the time of the respective receipt of payment. If a debit at the Foreign Currency Price remains after the crediting, this must be settled by the Dealer in the Foreign Currency within three working days after notification.
4. If the Dealer submits purchase offers in the Foreign Currency and a Used Vehicle Purchase Agreement is concluded on this basis, the Sellers reserve the right to withdraw from the Used Vehicle Purchase Contract if at the time of receipt of payment the Foreign Currency has depreciated by at least 5 times the volatility of the official exchange rate between the Euro and the Foreign Currency of the European Central Bank over the last 30 days.

The payment in Foreign Currency is a service that the Sellers and AUTO1 want to supply to the Dealer to make purchases for them as comfortable and easy as possible. Since exchange rates vary, a surcharge is charged to cover the market-usual risk to provide the Dealer with the aforementioned advantages. This surcharge does not cover the risk if exchange rates deteriorate significantly to the disadvantage of the Sellers compared to usual variances. For these cases, the Sellers must keep a right of withdrawal to avoid further incalculable damages.

## V. Collection

1. Any risks associated with the vehicle purchased shall pass to the Dealer upon the Used Vehicle 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 net) 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 by the respective Seller 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 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. The obligation to notify the Seller about any defects is not fulfilled by recording in the documentary proof.
6. If the Dealer fails to meet its obligation to inspect the VIN and collects a different vehicle from the one specified in the Used Vehicle Purchase Agreement, the Dealer shall be under the obligation to pay to the respective Seller a contractual penalty of EUR 200.00 (net). This does not apply if the Dealer is not responsible for the faulty collection. In the event that the amount of the contractual penalty is deemed inadequate the parties agree that the competent court according to Section D IV Nr. 6 shall in its sole discretion determine such amount.
7. 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.
8. 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.

## VI. Transfer of Title

The respective Seller reserves the Title of the vehicle and, if applicable, its accessories until full payment of the price determined in the Used Vehicle Purchase Agreement.

## 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 Used Vehicle Purchase Agreement and handover of the vehicle to the Dealer.
2. The objective material defect definition of § 434 para. 3 BGB is waived.
3. 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 (*Beschaffensvereinbarung*).
4. The seller is solely responsible for the vehicle specification. The listing of any damage does not constitute a final agreement about the quality of the goods (*Beschaffensvereinbarung*). The actual mileage of the vehicles may be slightly higher than the read mileage due to necessary movements in the logistics centres (e.g. re-parking, provision for transport, etc.).
5. The statement "Accident damage repaired: Yes" (*Unfallschaden repariert: Ja*) does not constitute a statement that the repair of the accident damage was carried out professionally. In this respect, there is no agreement about a professional repair (*Beschaffensvereinbarung*).
6. All information depicted in the category "Test Drive Information" is the result of the visual and auditory impressions gained during the short test drive according to intern quality standards of AUTO1. They shall not be considered to be an agreement on quality (*Beschaffensvereinbarung*). Generally, no inspection of the underbody of the vehicle is carried out.
7. The exclusions in paragraphs 1 and 3 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.
8. If, in special exceptional cases, the Used Vehicle 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 set-off.

9. Subject to paragraph 6, any claims for defects of the Dealer shall become statute-barred within one year after the beginning of the statutory limitation period.
10. The Dealer refrains from charging any storage or other processing fees.
11. Any unravelling of the purchase contract shall be effected in accordance with this paragraph (10). 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 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 Platform (hereinafter the "**Defect Notification**"). The electronic services alone hereinafter the "**Complaints Tool**"). Each Defect Notification may contain several defects, if these exist. Any later Defect Notification 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 Defect 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. In the case of obvious defects that are recognisable at first glance, the Dealer must record these on the consignment note or the documentary proof of handover of the vehicle. 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 that time been recorded on the consignment note or the proof of handover of the vehicle.

2. The Seller reserves the right to invoke the lack of proper Defect Notification if the Defect Notification was not submitted via the Complaints Tool and was nevertheless processed.
3. 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 Dealer 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.
4. 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.
5. The respective Seller will examine the claimed defects and notify the Dealer in writing about the outcome of the complaint. The respective Seller is entitled to deduct a total net amount of 250,00 EUR (hereinafter the "**Deduction**") of the total damage amount of every Defect Notification submitted by the Dealer, if the total amount exceeds the Deduction, and the Seller decides to compensate the Dealer. This also applies *mutatis mutandis* if the respective Seller and the Dealer agree on a rescission of the Used Vehicle Purchase Agreement if the purchase price plus the Fees according to section C exceed the Deduction.
6. 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 for the Service Agreement

### I. Fees and Auction Fee

1. With each Used Vehicle Purchase Agreement entered into via the Platform a Service Agreement with AUTO1 for the provision of vehicle-related services is also concluded and the Dealer shall pay an auction fee for, among others, the use of the Platform to AUTO1 (in these GTC Sale, the "**Auction Fee**"). The amount of the Auction Fee depends on the purchase price for the vehicle; its framework can be found in the respective price list ([price list](#) for Dealers based in Germany; [price list](#) for Dealers based in Luxembourg; [price list](#) for Dealers based in Austria, [price list](#) for Dealers based in France, [price list](#) for Dealers based in Spain).

The Auction Fee is and always has been a fee that remunerates all the services provided by AUTO1 (directly or through subsidiaries) to the Dealer, which are not covered by the Car-Related Services, for the benefit of the Dealer. This

includes particularly customer care services, the use of the platform, operational services and logistic support services.

2. In addition, the Dealer shall be required to bear the costs of the Car-Related Services (in these GTC Sale, the "**Fees**") requested by it and provided by AUTO1. The amount of the Fees shall be specified in the respective price list.
3. The relevant Fees and the Auction Fee shall be specified in the purchase confirmation and are to be transferred by the Dealer to the account specified in the purchase confirmation with the purchase price of the vehicle.
4. Section B, Clause I, III and IV shall apply *mutatis mutandis* to the conclusion of the Service Agreement with AUTO1, the payment of the Fees and the Auction Fee. In particular, the payment is due immediately after the conclusion of the Used Vehicle Purchase Agreement.
5. If the Dealer pays in another currency than the one that is shown in the purchase confirmation, he must pay EUR 100.00 (net) to AUTO1 as a contractual penalty. This does not apply in case after conversion, the payment is to be considered a partial payment according to Section B Clause III Paragraph 4. In this case, the specific contractual penalty in Section B Clause III Paragraph 4 applies. Sentence 1 does not apply if the Dealer is not responsible for the payment in another currency than the one that is shown in the purchase confirmation. In the event that the amount of the contractual penalty should be unreasonable, the parties agree that the amount shall be left to the discretion of the court having jurisdiction in accordance with Section D Clause V Paragraph 6 of these GTC Sale.
6. In the event of a transport order pursuant to Section C, Clause II, 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*.

## II. Transport

1. Through a corresponding selection in its profile on the 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 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" (English language version of the Allgemeinen Deutschen Spediteurbedingungen 2017 (ADSp 2017)), accessible

[here](#), shall apply with the exception of the provisions 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 fulfillment (*Leistungs- und Erfolgsort*); the Dealer remains obliged to collect the relevant vehicle (*Holschuld*).

2. The transport of the vehicles is usually carried out with haulers - trucks carrying up to eight vehicles each. If, when ordering transport, the Dealer gives no address, an incorrect address or an address that cannot be reached with the designated transport vehicle or if the purchased vehicle cannot be unloaded at the address due to the size of the transport vehicle, AUTO1 is entitled to transport the vehicle to the nearest AUTO1 branch. Any additional costs incurred in this connection are to be borne by the Dealer. After the vehicle has been taken to the AUTO1 branch, the Dealer is obliged to collect the vehicle from the AUTO1 branch without delay.
3. 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 (CMR-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 VII.
4. By way of derogation from paragraph 1, the dealer is obliged to instruct AUTO1 to transport the vehicle purchased by him to the delivery address specified by him if the country of origin of the vehicle and the dealer's place of business are both located in one of the countries specified on the [route list](#). If the condition of the vehicle changes after the conclusion of the transport order to the effect that a special transport must be commissioned, which is the case in particular if the vehicle has become unroadworthy, AUTO1 reserves the right to adjust the transport prices accordingly. In all other respects the provisions of this section II apply accordingly.

## **D. Joint terms and conditions for the Used Vehicle Purchase Agreement and the Service Agreement**

### **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. Export to non-EU countries**

In the event that the vehicle is exported outside the EU customs territory by the Dealer or a third party on behalf of the Dealer, the Dealer is obliged to use a custom broker explicitly engaged by the Seller. If the Dealer fails to do so, neither

AUTO1 nor the Sellers can appear as the exporter of records and VAT refunds may be rejected on AUTO1's sole discretion. Neither Seller nor AUTO1 are liable for any damage, penalties, fees etc. arising of such failure. The Dealer is obliged to provide the customs broker with all relevant documents and information to enable compliant customs clearance. The Dealer is also obliged to provide AUTO1 with the export accompanying documents containing the Movement Reference Number (MRN) and a copy of the complete exit note/file confirming the export of the vehicle upon request. Neither the Sellers nor AUTO1 does act as customs declarant during the export process and does not issue or provide any EUR1 certificates.

### **III. 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 fulfillment 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.

### **IV. 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 from the 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 authorised 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 authorised third party.

### **V. Miscellaneous**

1. The contracting parties and the subject of the purchase agreement shall be recorded, for the purposes of 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 GTC Sale at any time.

2. If any of the aforementioned terms and conditions is or becomes invalid, void or – for any reason whatsoever – unenforceable or is considered not applicable, 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 GTC Sale applicable at the time at which the respective individual Used Vehicle Purchase Agreement is entered into.
4. These GTC Sale are only binding in the German language. If these GTC Sale are available in other languages, these are merely non-binding translations for better linguistic understanding and have no legal effect.
5. All agreements, legal relationships and business relationships that are subject to these GTC 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).
6. The exclusive place of jurisdiction for all present and future claims arising directly or indirectly from the contractual relationship between the parties shall be Kreuzberg Local Court, Berlin, or the court superior to this, should the latter have subject-matter jurisdiction. The Sellers and AUTO1 are also entitled to sue the respective contractual partner at its general place of jurisdiction.

## Annex

Examples for cases in which the exclusion of warranty pursuant to Section B, Clause VII (1) particularly applies:

- vehicles that have been marked as vehicles that were involved in an accident (this shall also include economic total losses (*wirtschaftliche Totalschäden*))
- engine or every type of transmission for vehicles with a mileage greater than 150,000 km (approx. 93,200 miles)
- engine or every type of transmission for vehicles older than 10 years, with normal wear and tear
- total net amount of damage is equal or below 250,00 EUR
- visible defects and damage, such as, in particular:
  - small paint scratches
  - scratches to the aluminum rims
  - small dents
  - small rust spots
  - small stone chips
  - small damage caused by the impact of stones on the windscreen (including outside of the field of vision)
  - soiled interior (including smells)
  - flat/damaged tires
  
- all types of blown light bulbs (LED, Xenon etc.)
- all types of lights, which are affected by condensation without outside damage
- technical defects to wearing parts, such as, in particular:
  - exhaust system (e.g. damaged DPF, particle filter, muffler, catalytic converter)
  - all types of shock absorbers
  - all types of broken springs (including air bellows)
  - transverse control arms, axial control arms, bushings and rubber bearings
  - wheel bearings and strut bearings
  - fluid leaks (e.g. motor oil, coolant, transmission oil, etc.)
  - seals which prevent seeping in and out of fluids
  - Aircon Fluid (air-conditioning system fluid)
  - wiper blades
  - battery
  - high-voltage batteries for electro and hybrid vehicles
  - electrical engine components (Generator, Starter, any sort of pumps etc.)
  - air conditioning compressor
  - dual mass flywheel
  - broken clutch and operating units
  - air flow meter, throttle valve
  - broken EGR valve (exhaust gas recirculation)
  - all types of injectors
  - spark plug, glow plug and ignition coil
  - damaged brakes or handbrake

- broken radio
- missing accessories:
  - antennas
  - 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
  - spare tires, breakdown kits, tirefit kit or vehicle tool kit, first aid kit
  - remote controls (e.g. for engine-independent heating, radio or similar)
  - component keys (tow bar, trailer hitch, roof rack etc.)

(Version as of August 2024)