

General Sales Conditions (GSC) for MV Sales

I. General

(1) Our General Sales Conditions (GSC) apply in their respectively valid version for all current and future agreements between the parties in connection with our motor vehicle (MV) sales. The GSC only apply if the contractual party is a business persons (§ 14 BGB (German Civil Code)), a legal entity pursuant to public law or a fund under public law.

(2) Deviating, contradictory or supplemental terms and conditions of our partners only become a component of the agreement if they correlate with our GSC or if we have explicitly recognised the contractual partner's conditions in writing. These GSC apply also if we execute the delivery to the contractual partner without reservations in the knowledge of the contractual partner's conditions opposing or deviating from the GSC.

(3) The GSC apply in their respective version as general agreements also for future agreements regarding the sale and/or supply of MV with the same Purchaser without the necessity of having to refer to them in each individual case; we shall inform the Purchaser immediately in case of changes to our GSC.

(4) Individual agreements with the contractual partner concluded in isolated cases (including subsidiary agreements, supplements or changes) outrank these GSC in any event. A written contract or our written confirmation is decisive for the content of such agreements.

(5) Legally relevant declarations and notifications to be issued to us by the contractual partner after the formation of a contract (e.g. deadlines, warnings, declarations of withdrawal) require the written form to be effective.

(6) Subsidiary agreements made verbally or via phone are only effective upon our written confirmation. All changes to these GSC require the written form; this also applies to a change to this written form clause.

(7) References to the application of legal regulations only have a clarifying significance. Therefore the legal regulations apply also without such clarification, unless they are directly altered in these GSC or have been explicitly excluded.

II. Formation of an agreement

(1) Our offers are subject to change, non-binding and do not comprise the delivery of a manufacturer's cheque book in terms of the MV documents - unless individual deviations are agreed. This also applies if we have provided the Purchaser with technical documentation (e.g. calculations, references to DIN standards), other product descriptions or documentation - also in electronic form - to which we retain proprietary rights and copyrights. Unless individually agreed otherwise and feasible, we are entitled to partial performances.

(2) The ordering of the MV by the Purchaser constitutes a binding offer of contract. Unless specified differently in the order we are entitled to accept this offer of contract within 10 days from receipt by us.

(3) The acceptance may be declared in writing, text form (§ 126 b BGB (German Civil Code)) or through delivery of the MV to the Purchaser.

III. Terms of delivery and default in delivery

(1) The delivery period shall be agreed upon individually and/or specified by us at the acceptance of the order. If this is not the case, the term of delivery is approx. 4-6 weeks from the

formation of the Agreement. We shall principally deliver existing MV documents, which we are analogously obligated to transfer according to § 952 (2) BGB, separate to the vehicle with a time delay of 1-2 weeks after waiver or voluntary surrender of our right to ownership, unless we can assert a right to ownership according to GSC item VIII (7) and unless incidentally individually agreed otherwise.

(2) If we are not able to comply with binding delivery deadlines for reasons which are not our responsibility (unavailability of service), we shall notify the Purchaser without undue delay and simultaneously inform him of the anticipated new delivery date. If the service is not available also within the new delivery period, we are entitled to partially or completely withdraw from the agreement; we shall refund any considerations provided by the Purchaser without undue delay. Cases of unavailability of the service in this context particularly include the late self-supply through our supplier, if we have concluded a congruent hedging transaction, if neither we nor our supplier are responsible or if we are not responsible for the procurement in individual cases.

(3) The commencement of our delay in delivery is determined by the statutory regulations. However, a written warning from the Purchaser is required in any event.

IV. Delivery, transfer of risk, default of acceptance

(1) Delivery is carried out ex location of the MV at the time of formation of the agreement, which is also the place of fulfilment. At the request and expense of the Purchaser, the MV is sent to a different place of destination (sale by delivery). Unless otherwise agreed, we are entitled to determine the type of dispatch (particularly the transport company). (2) The risk of accidental destruction and accidental deterioration of the MV is transferred to the Purchaser upon handover at the latest. However, in case of dispatch sale, the risk of accidental destruction and accidental deterioration of the MV as well as the risk of delay is transferred to the forwarding agent, the carrier or other persons or institutions commissioned with the execution of the dispatch at the time of delivery of the MV.

(3) If the Purchaser is in default of acceptance, omits an act of cooperation or if our delivery is delayed for other reasons owed to the Purchaser, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage place costs). In this case we charge flat rate compensation in the amount of 50 EUR per calendar week, commencing with the delivery deadline and/or - for the lack of a delivery deadline - with the notification of readiness for dispatch of the MV. The verification of a greater damage and our legal claims (particularly compensation of additional expenses, appropriate compensation, termination) remains unaffected; however, the flat-rate has to be credited toward further monetary claims. The Purchaser is entitled to prove that we incurred no damage at all or a significantly lesser damage than the flat-rate stipulated above.

V. Prices and payment conditions

(1) Unless otherwise agreed in individual cases, our prices respectively current at the time of formation of an agreement apply, namely ex location of the MV plus legal VAT. The currently valid auxiliary cost prices, which have to be added to the purchase price plus the respectively legal VAT, such as commitment fees etc., are specified on each offer.

(2) In case of sale by delivery, the Purchaser is responsible for the transport costs ex location and the costs of transport insurance if requested by the Purchaser. Unless we invoice actually incurred transport costs in individual cases, a transport cost flat rate (incl. transport insurance) of 600 EUR is deemed agreed upon. Any customs fees, levies, taxes and other public dues are borne by the Purchaser.

(3) Unless agreed otherwise, the purchase price is due and payable immediately upon invoicing and delivery of the MV. However, in case of agreements with a delivery value of more than 4,000.00 EUR we are entitled to demand a deposit in the amount of 25 % of the purchase price. The deposit is due and payable within 14 days from date of invoice.

(4) The Purchaser is in default upon the expiration of the above mentioned payment deadline. The purchase price shall incur interest in the amount of the respectively applicable legal default interest (§ 288 (2) BGB: eight percentage points above the base interest rate) for the duration of the default. We reserve the right to assert further damage caused by default. Toward merchants, our claim to the commercial default interest (§ 353 HGB (German Commercial Code)) remains unaffected.

(5) The Purchaser is only entitled to offsetting or right of retention if his claim is final and absolute or uncontested. The counter claims of the Purchaser, particularly according to item VII (6) sentence 2 of these GSC, remain unaffected in case of defects of the delivery.

(6) If it becomes evident after the conclusion of the agreement that our claim to the purchase price is jeopardised due to the Purchaser's lack of performance (e.g. application to commence insolvency proceedings), we are entitled to refuse performance according to the statutory regulations and - after giving a deadline, if necessary - also withdraw from the agreement (§321 BGB (German Civil Code)).

VI. Reservation of title / insurance obligation

(1) We reserve ownership to the sold MV up to the complete payment of all our current and future claims from the purchase agreement and an ongoing business relationship (secured claims).

(2) The MV under reservation of title may not be mortgaged or pledged as security to third parties until complete payment of the secured claim. The Purchaser is obligated to notify us of any access to our MVs by third parties in writing without undue delay.

(3) In case of conduct contrary to the agreement by the Purchaser, particularly in case of non-payment of the due purchase price, we are entitled to withdraw from the agreement according to the statutory regulations and demand the surrender of the MV based on reservation of title. The demand for surrender does not simultaneously comprise the declaration of withdrawal; rather, we are entitled to merely demand the surrender of the MV and reserve the right to withdraw. If the Purchaser fails to pay the due purchase price, we are only permitted to assert this right if we unsuccessfully provided the Purchaser with a suitable deadline for payment or if such a deadline is expendable based on statutory regulations. Upon warning with appropriate notice period, we can utilise the MV in the best possible manner by private sale, offsetting the purchase price.

We can only assert this right (handover/rescission) if we have first set an appropriate grace period for payment by the Buyer that lapses without result, or if such grace period is unnecessary according to the statutory provisions (§ 323 BGB [German Civil Code]). It is hereby agreed between us and the Buyer that, where a grace period is set for supplementary performance, this also always represents our rescission notice from the purchase agreement and a request for unspecified compensation for expenses and damages in place of performance as per §§ 280 et seqq. BGB in the event of non-timely and incomplete performance, even if this is not explicitly mentioned, unless we explicitly declared a mere reservation of these rights upon notification of the grace period. Upon declaring rescission, we can request compensation for expenses and damages via the balancing method – disposing of the vehicle on the best terms available through a private sale, as a rule by listing the vehicle in an auction (remainder exchange) without a sale limit, and requesting the difference in addition to our expenses. If it becomes apparent after concluding the agreement that our claim to the

purchase price is at risk due to the Buyer's inability to provide performance (e.g. due to a request to initiate insolvency proceedings), we shall be entitled to refuse performance and also – after setting a grace period where necessary – to withdraw from the agreement according to the statutory provisions (§ 321 BGB). We are also entitled to withdraw from the purchase agreement if the vehicle is destroyed or damaged before the transfer of risk to the Buyer where we have informed the Buyer of this immediately and reimbursed the Buyer for the paid purchase price. No further mutual claims shall exist following a rescission on the basis of Sentences 6 and 7.

(4) The Purchaser is authorised to on-sell the MV under reservation of title in the course of regular business. In this case, the following conditions apply.

(a) The reservation of title includes the product created by processing or combination of our MV at its full value, whereby we are considered the manufacturer. If a third party proprietorship remains valid during the processing or combination with third party objects, we acquire co-ownership at the ratio of the invoice values of the processed or combined goods. For the remainder, the same conditions apply for the created product as in case of MV delivered under reservation.

(b) The Purchaser hereby assigns any claims against third parties generated from the on-selling of the MV to us in total and/or in the amount of our respective co-ownership share according to the above mentioned paragraph as surety. We accept the assignation. The Purchaser's obligations stipulated in paragraph 2 also apply in consideration of the assigned claims.

(c) The Purchaser, next to us, remains authorised to collect the claim. We are obligated to refrain from collecting the claim as long as the Purchaser complies with his payment obligations toward us and does not default on payments, an application to commence insolvency proceedings has not been made or any other defect of his performance exists. If this is the case, we can demand that the Purchaser discloses the assigned claim and their debtors, provides all details necessary for the collection, supplies the respective documentation and informs the debtors (third parties) of the assignation.

(d) If the realisable value of the sureties exceeds our claim by more than 10%, we shall release securities at the request of the Purchaser at our discretion.

(5) In case of third-party access, particularly in case of levy of execution of the MV or exercising of the artisan's lien of a workshop, the Purchaser is obligated to inform us in writing immediately and point out our reservation of title to the third party without undue delay. The Purchaser is responsible for all costs associated with the cancellation of the access and the replacement of the MV, unless they can be collected from a third party.

(6) For the duration of the reservation of title, the Purchaser has to conclude fully comprehensive insurance with a reasonable deductible (however, a maximum of 1,000 EUR) with the proviso that we are entitled to the rights from the insurance policy. Upon demand by us, the Purchaser has to verify the conclusion of the insurance and to induce the respective insurance company to issue a security certificate in our favour. If these documents were not presented to us within 2 weeks following receipt of the demand, we are entitled to conclude fully comprehensive insurance at the expense of the Purchaser, advance the premium amounts and collect them as parts of the claim from the purchase agreement. Unless agreed otherwise, the benefits from the fully comprehensive insurance have to be used fully for the restoration of the subject of purchase. If the restoration is waived with our consent due to heavy damage to the MV, we shall use the insurance benefits to redeem the purchase price and our ancillary claims.

(7) During the time of the reservation of title, we are entitled to ownership of the registration certificate part II.

VII. Warranty claims of the Purchaser / arbitration agreement

(1) Unless otherwise determined below, the statutory regulations apply for the Purchaser's rights in case of material defects and defects of title, including incorrect or short delivery. The statutory special regulation remain unaffected in all cases of final delivery of the MV to a consumer (supplier recourse according to §§ 478, 479 BGB (German Civil Code)).

If the Buyer of a used item is a legal entity under public law, a special fund under public law, or an entrepreneur exercising its commercial or independent professional duties at the time when the agreement is concluded, the sale shall take place to the exclusion of any and all material defect claims.

(2) The specific basis for our liability for defects is the agreement concluded regarding the condition of the MV. All essential feature descriptions which are subject of the individual agreement apply as agreement regarding the condition of the MV.

(3) Unless the condition was agreed upon, the statutory regulations are decisive as to whether or not a defect exists (§ 434 (1) sentences 2 and 3 BGB (German Civil Code)).

(4) The Purchaser's warranty claims imply that he has complied with his statutory inspection obligations and requirement to give notice of defects (§§ 377, 381 HGB (German Commercial Code)). If a defect is revealed during the inspection or at a later point in time, we have to be notified of this fact in writing without undue delay. The notification is considered immediate if it occurs within 3 days, whereby the timely dispatch of the notification is sufficient to comply with the deadline. Regardless of this obligation to inspect and give notice, the Purchaser has to make written notification of obvious defects (incl. wrong or short delivery) within 3 days from delivery, whereby the timely dispatch of the notification is sufficient also in this case. Our liability for the undisclosed defect is excluded if the Purchaser omits the proper examination and/or notice of defect.

(5) If the supplied MV is defect, we are initially entitled to select whether we perform subsequent fulfilment by remedying the defect (subsequent improvement) or deliver a MV of equal value in terms of type, age, mileage, equipment and colour. Our right to refuse the subsequent fulfilment according to the legal prerequisites remains unaffected.

(6) We are entitled to make the subsequent fulfilment subject to the Purchaser paying the due purchase price. However, the Purchaser is entitled to retain an appropriate amount proportionate to the defect.

(7) The Purchaser is obligated to grant us the time and opportunity necessary to perform the owed subsequent fulfilment, particularly to provide the rejected MV for examination purposes or provide it to a publicly appointed and sworn expert commissioned for an inspection. In the event of a replacement delivery, the Purchaser is obligated to return the defective item according to the statutory regulations.

(8) In the event of an actual defect, we are responsible for the costs required for the verification and subsequent fulfilment, particularly transport, shipping, labour and material costs. However, if the Purchaser's demand for remedy of defect is apparently unjustified, we are entitled to demand repayment of the incurred costs from the Purchaser.

(9) If the subsequent fulfilment has failed or if an appropriate period of grace set by the Purchaser for the subsequent fulfilment has expired unsuccessfully or is expendable according to the statutory regulations, the Purchaser may withdraw from the agreement or reduce the

purchase price. However, the right to withdrawal does not exist in case of an insignificant defect.

(10) Compensation claims of the Purchaser and/or replacement of futile expenses are only applicable according to item VIII and are excluded for the remainder.

(11) If it is agreed in terms of the condition that the MV may exhibit damage up to a certain amount, a committee of experts shall decide on the amount of damages including determine the extent of the required rectification of defects in the event of a difference of opinion. The Purchaser and we nominate one MV expert each for the committee. If the Purchaser or we do not nominate an expert within two weeks following the request, the expert is determined by the respective other. The costs of the expert proceedings are to be paid by us/the Purchaser at the ratio of winner to loser. The determination of the expert committee is not binding if it obviously deviates significantly from the actual facts; in this case, the recourse to the courts is opened. This also applies if the experts cannot or will not arrive at or delay a determination.

VIII. Other liability

(1) Unless otherwise stipulated in these GSC including the subsequent conditions, we are liable according to the respectively relevant regulations in case of violation of contractual and extra-contractual obligations.

(2) We are liable for compensation in case of intent and gross negligence - regardless of the legal grounds. In case of slight negligence we are only liable

a) for damages resulting from the violation of life, body or health,

b) for damages resulting from the violation of essential contractual obligations (obligations the fulfilment of which allows the proper execution of the agreement and the compliance of which the contractual partner may regularly assume and is entitled to assume); however, in this case our liability is limited to the replacement of the foreseeable and typical damage.

(3) The liability limitation arising from paragraph 2 does not apply if we have maliciously omitted to disclose a defect or if we have provided a warranty for the condition of the MV. This also applies for claims of the Purchaser according to the Product Liability Act.

(4) The Purchaser is only entitled to withdraw from or terminate the agreement based on a violation of obligation not related to a defect if we are responsible for the violation of obligation. For the remainder, the statutory requirements and legal consequences apply.

IX. Statute of limitation

(1) By derogation from § 438 (1) No. 3 BGB (German Civil Code) the general period of limitation for claims based on material defects and defect of title is one year from the date of delivery. Statutory special regulations for in-rem restitution claims of third parties (§ 438 (1) No. 1 BGB (German Civil Code)), in case of malice (§ 438 (3) BGB) and claims in case of supplier recourse at final delivery to a consumer (§ 479 BGB) remain unaffected.

(2) The above periods of limitation of the sales convention also apply for contractual and extra-contractual compensation claims of the Purchaser which are based on a defect of the MV, unless the application of the regular statutory period of limitation (§§ 195, 199 BGB (German Civil Code)) would result in a shorter period of limitation in individual cases. The periods of limitation of the Product Liability Act remain unaffected in any event. Apart from that the statutory periods of limitation apply exclusively for compensation claims of the Purchaser according to item VIII.

X. Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies for these GSC and all legal relationships between the Purchaser and us, excluding international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods. Prerequisites and effects of the reservation of title according to item VI are subject to the laws of the respective location of the matter at the time of the respective formation of the agreement, in as far as the elected choice of law in favour of the German law is accordingly inadmissible or ineffective.

(2) If the Purchaser is a merchant in terms of the Commercial Code, a legal person under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all direct and indirect disputes arising from the contractual relationship is our registered business address in Regensburg, Germany. However, we are also entitled to raise claim at the Purchaser's general place of jurisdiction or at the place of fulfilment for the delivery obligation.

XI. Severability clause

Individual ineffective conditions do not affect the effectiveness of the remaining conditions. The legally admissible regulation or implementation equal or closest to the desired commercial purpose replaces any invalid regulation.