

General Auction Conditions (GAC) for MV Sales

I. General

(1) Our General Auction Conditions (GAC) apply in their respectively valid version for all current and future agreements between the Parties in connection with our MV sales, which are concluded during an auction, regardless whether on site in the auction hall or per Live-Stream via the website www.buchbinder-sale.de. The following conditions also apply to sales by phone or fax.

(2) Deviating, contradictory or supplemental terms and conditions of our partners only become a component of the agreement if they correlate with our GAC or if we have explicitly recognised the contractual partner's conditions in writing. These GAC 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 GAC.

(3) A freely selectable user name, a password as well as an email address and all other true and correct obligatory information have to be provided for the registration to participate in a Live-Stream Auction via the website www.buchbinder-sale.de. If the data provided during registration change, the participating person is obligated to update the information without undue delay. This also applies to changes of the email address. In the event of violating the obligation to be truthful with information, participating persons are excluded from all current and future auctions. Participating persons can demand the cancellation of their registration by mail or email. The letter, stating first name and surname (company), email address and user name, has to be addressed to: EMobG Services Germany GmbH, Anckelmannsplatz 1, 20537 Hamburg, Germany.

(4) Individual agreements with the contractual partner concluded in isolated cases (including subsidiary agreements, supplements or changes) outrank these GAC 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 GAC 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 GAC or have been explicitly excluded.

(8) The Purchaser/Bidder may not copy, distribute or otherwise duplicate or use the content of the internet auction platform of the www.buchbinder-sale.de website without our consent. This also applies for the usage or duplication of the layout of the www.buchbinder-sale.de website; this requires our prior written consent.

(9) The www.buchbinder-sale.de internet auction platform contains the goods (used motor vehicles (MVs)) offered at auction in an electronic sales catalogue with lot number.

II. Registration and exclusion as Purchaser/Bidder

(1) Only unrestrictedly legally competent natural persons and legal entities or legally capable private companies with limited liability, who are acting in the capacity of exercising their commercial or independent occupational activity, are entitled to participate in an auction. Limitedly legally competent natural persons or those subject to consent are only admitted as business persons if their legal representative has declared his consent for the participation in the auction and to issue bids in the context of the auction to us in writing. Persons who are not business persons in terms of § 14 BGB (German Civil Code) are excluded from participation. Consumers in terms of § 13 BGB cannot be Purchasers/Bidders.

(2) At the time of registration and prior to the initial registration to make bids, a Purchaser/Bidder has to identify himself by way of presenting a valid identity card or passport as well as a trade license or a suitable verification regarding his independent occupational ability and verify his entrepreneurial status. In case of merchants and companies registered in the Commercial Register, a Commercial Register excerpts and a copy of the identity card of the business owner/business manager/executive board or other persons authorised as legal representatives has to be submitted. The representation requires a written declaration by way of power of attorney. We are entitled to re-demand verification regarding the entrepreneurial status of a Purchaser/Bidder at any time.

(3) A Purchaser/Bidder with registered office within the state of the Federal Republic of Germany has to also verify the tax file number and/or VAT ID no. in the context of the registration, however at the latest prior to making a bid. By using the tax file number or VAT identification number (USt-IdNr.), the Purchaser/Bidder confirms that the contractual relationship with us has to be associated with his company subject to VAT.

(4) Purchasers/Bidders with registered office in a country of the European Union (EU-international) have to provide a copy of the letter pertaining to the valid VAT ID no. issued to him in the context of the registration or prior to making a bid.

(5) Purchasers/Bidders with registered office in a country outside of the European Union (non-EU-international) are obligated to present a certification regarding their entrepreneurial status issued by the respectively responsible Fiscal Authority in the context of their initial registration at the internet auction platform of the www.buchbinder-sale.de website and upon our subsequent demand at any time, however always prior to making a bid. The date of issue of this certification may not be older than 12 months, requiring an updated certificate upon expiration of this period. The information specified on this certificate has to contain the full name, the registered office and address of the company, information regarding the type of the corporate activity of the Purchaser/Bidder, the address of the responsible Fiscal Authority as well as the country-specific tax file no. and VAT obligation.

(6) A Purchaser/Bidder with registered office outside of the territory of the Federal Republic of Germany has to also provide respectively two certified translations of the above-mentioned foreign language documents in German.

(7) Regardless of paragraph 2, sentence 2, each Purchaser/Bidder confirms in the context of his registration on our internet auction platform that the contractual relationship with us has to be allocated to his company subject to VAT.

(8) Once the above-mentioned verifications and documents have been provided in full and once the Purchaser/Bidder has acknowledged these General Terms and Conditions, the Purchaser/Bidder is approved. However, the Purchaser/Bidder is not entitled to the registration.

(9) We reserve the right (next to the acknowledgement of these GAC), to also permit the usage of our internet auction platform upon conclusion of an individual agreement.

(10) The registration confirmation is transmitted to the Purchaser/Bidder by email or written notification; he simultaneously receives a customer number. With the aid of the selected user name and password (account), the Purchaser/Bidder can log in at the internet auction platform.

(11) Each Purchaser/Bidder is obligated to inform us of a change to the above-mentioned data without undue delay.

(12) We are entitled to refuse or cancel the registration as Purchaser/Bidder without stating reasons, particularly if

- the Purchaser/Bidder does not comply with the requirements of § 14 BGB or is to be qualified a "consumer"
- the Purchaser/Bidder has provided incorrect information in the context of the registration or the verifications to be provided
- the Purchaser/Bidder has contested our general auction conditions
- the Purchaser/Bidder utilised a further user access to make a bid
- the Purchaser/Bidder violated our general auction conditions
- the Purchaser/Bidder does not comply with purchase agreements or if the Purchaser/Bidder is in arrears
- indication exists for insolvencies of the Purchaser/Bidder (the application to initiate, the initiation or the rejection of insolvency proceedings due to lack of assets)
- the Purchaser/Bidder has impaired or damaged the functionality of the internet auction platform.

In the event of one or more of the above-mentioned reasons, we are furthermore entitled to block the user account and customer number of the Purchaser/Bidder.

(13) The Purchaser/Bidder is entitled to deregister with us at any time in writing. In addition, the Purchaser/Bidder can revoke his registration in writing within 2 weeks, unless he has already participated in sales events.

(14) We are entitled to exclude Purchasers/Bidder without stating reasons.

(15) The Purchaser/Bidder has to store his access data to the internet auction platform specified during his registration secure at all times and to protect it from any unauthorised knowledge by third parties to a reasonable extent. The Purchaser/Bidder is solely responsible for any misuse of the access data, unless we are culpable. A user account is always highly personal, i.e. only individual persons may establish a membership account for themselves; solely the registered person is authorised to use the account. A user account is therefore non-transferrable.

III. Offer and formation of contract

(1) The sale is initiated and concluded on site in the auction hall and/or via the internet platforms provided by us on the www.buchbinder-sale.de website. In case of auctions conducted by us, the price of the auctioned item is increased by us taking a bid at least above the starting price with successive rises. The right to be approved for an auction is excluded. In the event of participating via Live-Stream, the Purchaser/Bidder has to familiarise himself with the auction item via the lot number of the electronic sales catalogue.

(2) Each bid referring to an auction item represents an offer for the conclusion of a purchasing agreement and is therefore legally binding. The purchase agreement for an offered auction item is formed upon the successful fall of the hammer. The fall of the hammer represents an obligation to pay the purchase price and to accept the auction item.

(3) In order to be effective, bids have to comply with the increase levels specified by the auctioneer. The list of the increase levels determined by the auctioneer represents an integral component of these General terms and conditions. As soon as a bid does not comply with the increase levels specified by the auctioneer, the auctioneer is entitled to round off the bid to the next lowest auctioning level to be effective. The priority principle applies for the consideration of bid,

i.e., in case of equal bids, the chronologically earlier bid is considered. The drawn lot decides the priority in case of simultaneous, equally high bids.

(4) In the event of a granted fall of the hammer, the auctioneer is entitled to revoke the fall and resume the auction of the item, in case of doubts regarding the person or identity of the Bidder or other doubts about the fall of the hammer. If it becomes evident after the fall of the hammer that the purchasing agreement with the highest Bidder is dissolved because, for example, he is not able to pay the auctioned item, we are entitled at our discretion to offer the item to the next highest Bidder in writing (email is sufficient) at the price last offered by him. We are bound to the offer for five days. The acceptance of the offer has to be presented in writing by fax, email or letter or by telephone.

(5) The fall of the hammer occurs once the auctioneer has counted the highest offer with "going once ..., going twice ..., going for the third time ...". The auctioneer grants the fall of the hammer if no higher offer is made after the third repetition of the highest offer.

(6) The auctioneer is entitled at his discretion to reject offers of the Bidder during the auction, whereby reasons for the assumption of a lack of seriousness exist, as well as ask Bidders to first pay the auctioned items they have already purchased or to pay a deposit before they can bid on other auction items.

(7) The Bidder bids and purchases in his name and on his account. Nonetheless, he may be represented by a proxy upon written notification (email, fax or letter). However, this does not apply for Live-Stream bids. The log-in with the user name and password determined by the user at the time of registration applies as legitimisation of the person for whom the user name was issued. If the Bidder passes on his data to third persons and if these participate in the Live-Stream auction under this log-in data, they act as proxy of the person who was registered. If third parties obtain access to the Bidder's log-in data without culpability on our part, solely the user recorded at the

time of registration is responsible for any improper participation in the auction and owes us compensation.

(8) The auction items are offered and auctioned in the condition at the time of the fall of the hammer.

(9) The auctioneer is entitled to grant a so-called "fall of the hammer under reservation" if the highest offer in reference to an auction item is below the specified minimum sales price for the auctioned item ("limit"). A "fall of the hammer under reservation" is not a fall of the hammer according to paragraph 2, but the effectiveness of the purchasing agreement depends on the condition precedent that we agree to the sale at the hammer price within 10 (ten) days from the day of the auction. During this period, the Bidder is bound to his bid; thus, if we agree, a purchasing agreement at the hammer price is formed. If we do not agree to the sale at the hammer price within the period specified above, an effective purchase agreement shall not be formed.

(10) In the event that a started auction is prevented from continuation due to technical problems, all accepted bids up to the occurrence of the technical problems are valid.

(11) We reserve the right to terminate the bidding phase prior to its completion in case of special circumstances, particularly if the limit required by us for the auctioned item is unlikely to be achieved.

(12) In case of Live-Stream auctions, the highest bids of other potential Purchasers/Bidders are visible at the respective moment. In addition, it is announced by the auctioneer to be heard during the course of the auction. In case of Live Stream auction participants, the Purchaser/Bidder places his bid by entering a number and confirming it with the "bidding" button. In the process, bids can only be placed by bidding at least in increases specified by the

auctioneer. The Purchaser/Bidder is informed of the fall of the hammer for his bid per Live-Stream as well as subsequent email.

(13) If status reports exist for the MVs and the accessories offered as auctioned items from expert third parties such as DEKRA, TÜV etc., these are on file at the respective lot number. In the event of deviations from the general description of the condition, these are decisive for the description of the MV. The information to the individual MVs does not represent declarations of warranty and do not comprise assurances pertaining to a certain usage option. Descriptions of the condition or fitout details of the used MVs and the accessories were compiled according to our best knowledge and belief. Special features are always merely improvements and are considered insignificant deviations of a delivered MV or accessory accepted by the Purchaser/Bidder.

IV. Purchase price, payment modalities, shipment

(1) In case of auctions, the purchase price equates to the highest bid of the Purchaser/Bidder to which the auctioneer has granted the fall of the hammer, plus any specially mentioned costs for contractual transactions. Unless otherwise agreed in individual cases, the purchase price applies ex location of the vehicle plus legal VAT. The invoice has to be paid via transfer from a bank account in the name of the Purchaser/Bidder, unless a different payment modality has been negotiated. The currently valid auxiliary cost prices, which have to be added to the purchase price plus the respectively legal VAT, such as commitment fees in case of shipment ex Neunburg vorm Wald etc., are specified on each offer.

(2) During all auctions, Purchasers/Bidders with verified registered office within the region of the Federal Republic of Germany and a German VAT ID number receive a proper invoice, specifying the net sales price and the openly declared VAT in the respective legal amount. The previous sentence does not apply if the sale is subject to differential taxation according to § 25a UStG (Value Added Tax Act).

(3) Purchasers/Bidders without verified registered office within the Federal Republic of Germany and without German VAT identification number who have their registered office in a different member state of the European Union and who possess a valid and verified VAT ID number issued to them in their country of their registration also have to confirm to us that the purchased MV will be shipped to a different EU member state outside of the Federal Republic of Germany ("Entry Certificate"). In this case, the Purchaser/Bidder initially receives a gross invoice including German VAT. If the Purchaser/Bidder is able to fully verify the prerequisites applicable according to German VAT law, he receives a net invoice of the purchase price and the costs of the contractual transaction.

(4) A security deposit / retention of security in the amount of VAT respectively applicable for the purchase price in the Federal Republic of Germany has to be paid to us if the Purchaser/Bidder is not from Germany or comes from non-EU countries. If the prerequisites for an exemption from VAT or reimbursement according to UStG (Value Added Tax Act) exist, the Purchaser/Bidder is reimbursed with this security deposit without undue delay. For this purpose, the original of the completed export declaration provided with the stamp of the border cus-

toms office of the European Union has to be submitted. This claim of the Purchaser/Bidder for the payment of the security deposit can only be assigned with our consent.

(5) Unless otherwise agreed, the purchase price is due and payable strictly net immediately upon invoicing, unless the invoice specifies terms of a later due date. The invoice has to be paid via transfer from a bank account in the name of the Purchaser/Bidder, unless a different payment modality has been negotiated. In case of agreements with a delivery value of more than 4,000.00 EUR, we are entitled to demand a cash deposit in the amount of 25 % of the purchase price immediately upon fall of the hammer. The seller is not obligated to accept checks or bills of exchange. In case of cash payments, the Purchaser/Bidder has to comply with the regulations of the Money Laundering Act to substantiate our obligation to accept.

(6) The Purchaser/Bidder is in default upon the expiration of the above mentioned payment deadline. Commencement of default does not require a warning (§ 286 BGB (German Civil Code)). 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. Our claim to the commercial default interest (§ 353 HGB (German Commercial Code)) remains unaffected. The Purchaser/Bidder is entitled to prove that we have not incurred any or a lesser damage caused by default.

(7) We are entitled to transmit electronic invoices. The Purchaser/Bidder agrees to the dispatch of electronic invoices to his email address.

(8) In case of sale by delivery, the Purchaser/Bidder is responsible for the transport costs of the purchased auction item ex location of the auction item at the time of the fall of the hammer and the costs of transport insurance if requested by the Purchaser/Bidder. Unless we invoice actually incurred transport costs in individual cases, a transport cost flat rate (incl. transport insurance) of 600.00 EUR is deemed agreed upon. Any customs fees, levies, taxes and other public dues are borne by the Purchaser/Bidder.

V. Off-setting and retention

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 these GAC, remain unaffected in case of defects of the delivery.

VI. Reservation of title / insurance obligation / withdrawal from the agreement

(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 these right (surrender/withdrawal) if we unsuccessfully provided the Purchaser with a suitable deadline for payment or if such a deadline is expendable based on statutory regulations (§ 323 BGB). It is deemed agreed between the Purchaser and us that - in the event of a period of grace being granted for subsequent fulfillment - this is always also associated with our declaration of withdrawal from the purchase agreement and the unquantified demand of expenditures and compensation instead of performance according to §§ 280 cont. BGB in the event of the late and incomplete fulfilment of services also if not explicitly mentioned, unless we have explicitly declared merely the reservation of these rights in the granting the period of grace. We can demand expenditures and compensation in case of a declared withdrawal by way of difference method by utilising the MV via private sale in the best possible manner, generally by placing the MV in an auction (leftovers exchange) without sales limit, and demanding the difference plus our expenditures. 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)). We are also entitled to withdraw from the purchase agreement if the MV perishes or is damaged prior to the transfer of risk to the Purchaser and if we have informed the Purchaser of this fact immediately and reimbursed the purchase with the paid purchase price. Further reciprocal claims after a withdrawal based on sentences 6 and 7 are excluded.

(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 assignment. 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 obliga-

tions 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 debtor (third parties) of the assignment.

(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 1,000.00 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. Terms of delivery and default in delivery

(1) The delivery period shall be agreed upon individually and/or specified by us at the fall of the hammer. 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 GAC 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/her 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.

VIII. 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. If a location is not specified, the place of delivery is Gewerbepark Plattenberg 1, 92431 Neunburg vorm Wald. 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). Transport and dispatch are exclusively at the risk of the Purchaser.

(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 50.00 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.

IX. Right of retention

If the Purchaser has not fulfilled his obligations toward us, we can refuse handover of the MV and the MV documents until these are fulfilled. The due obligations also include those generated from other sales and/or legal relationships.

X. Warranty claims of the Purchaser

(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.

(2) Liability on our part due to legal and material damages is excluded in case of used MV. The Purchaser's rights based on § 444 BGB remain unaffected by this condition. Used MV as

auction items are sold in the condition at the time of the fall of the hammer and how they could be inspected by the Purchaser prior to the auction; they exhibit signs of wear in accordance with the mileage and the age of the MV. The condition of a MV is supplemented by the information in the auction catalogue about the type of vehicle (e.g. make, model, motorisation), year of manufacture, MV history, mileage, equipment and - if such information is specified in the auction catalogue - the described visual and/or technical condition. The information in the auction catalogue is according to our best knowledge and belief. The auction catalogue is on file prior and during the auction at the www.buchbinder-sale.de website. Any condition beyond the essential description of the features, which are published on our internet auction platform at the time of the formation of the agreement and thus subject of the individual agreement, is principally not agreed upon. We principally do not provide a warranty (§ 443 BGB) for the condition of the MVs.

(3) Unless a 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, if not recognisable during a proper inspection, 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, which has to be proven by the Purchaser. 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 defective, we are initially entitled to select whether we perform subsequent fulfillment 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 fulfillment according to the legal prerequisites remains unaffected.

(6) We are entitled to make the subsequent fulfillment 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 fulfillment, 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 defect 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 fulfillment, 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 this item XI of these GAC and are excluded for the remainder. Equally excluded is our liability for consequential damages.

XI. Other liability

(1) Unless otherwise stipulated in these GAC 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 fulfillment 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/Bidder according to the Product Liability Act.

(4) The Purchaser/Bidder 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.

(5) We are not liable for a fault-free and real-time transmission of the data when participating in an auction via Live-Stream.

XII. 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) Nr. 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.

XIII. Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies for these GAC and all legal relationships between the Purchaser/Bidder and us as well as all claims resulting thereof, regardless of the type and object, excluding international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods. This also applies for the border-transcending transactions. Prerequisites and effects of the reservation of title 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/Bidder 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/Bidder's general place of jurisdiction or at the place of fulfilment for the delivery obligation.

XIV. Data protection

(1) We collect and protect the customer data in the context of the statutory provisions. We are entitled to collect, store, process and use the Purchaser's/Bidder's personal data incurred in the context of the business relationship for our own purposes in accordance with the statutory regulations, particularly regulations according to the Data Protection Act.

(2) The Purchaser/Bidder particularly agrees that data is transferred to third parties if this is required for the usage of the services, to establish and process agreements and to maintain legitimate interests of third parties.

(3) We are furthermore entitled to transfer this data to other companies associated with us, considering the regulations according to the Data Protection Act.

(4) Upon completion of the registration for the internet platform and upon complete processing of all legal relationships associated with the internet auction platform, the Purchaser/Bidder is entitled to the erasure of the stored data according to the statutory provisions.

XV. Miscellaneous

The contractual language is German. Documents in other languages merely serve as information and only the wording and content of a certified German version applies between the Purchaser/Bidder and us.

XVI. 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.