



General Terms and Conditions for the Sale of Used Vehicles

I. Conclusion of contract/transfer of the purchaser's rights and obligations

1. The purchaser is bound by the order for a maximum of 10 days, and for up to 2 weeks in the case of used vehicles. The purchase contract is concluded when the seller confirms in writing its acceptance of the order of the specific purchased object within the applicable periods, or effects delivery. However, the seller is obliged to inform the purchaser without delay if the seller does not accept the order.
2. The written agreement of the seller is required for the transfer of the purchaser's rights and obligations under the purchase contract.

II. Payment

1. The purchase price and prices for additional services are due upon delivery of the purchased item and upon delivery or sending of the invoice.
2. The purchaser may only offset claims of the seller if the purchaser's counterclaim is not in dispute or is legally enforceable; the purchaser may only assert a right of retention if this applies to claims arising from the purchase contract.

III. Delivery and delays in delivery

1. Delivery dates and delivery periods, whether agreed to be either binding or non-binding, are to be given in writing. Delivery periods begin upon conclusion of the contract.
2. The purchaser may demand that the seller effect delivery 10 days, or 2 weeks in the case of used vehicles, after a non-binding delivery date or delivery period has passed. The seller is in default once the demand has been received. If the purchaser is entitled for compensation for damages caused by the delay, this is limited to a maximum of 5% of the agreed purchase price if caused by slight negligence on the part of the seller.
3. If the purchaser additionally wishes to withdraw from the contract and/or demand compensation for damages instead of the service, the purchaser must set the seller a reasonable delivery period after the period detailed under paragraph 2, sub-paragraph 1 of this section has passed. If the purchaser is entitled to compensation for damages instead of the service, the claim is limited to a maximum of 10% of the agreed purchase price in the case of slight negligence. If the purchaser is a legal entity under public law, a special fund under public law, or an entrepreneur engaged in commercial or independent professional activity by concluding the contract, claims for damages arising from slight negligence are excluded.
If, by chance, it is impossible for the seller to effect delivery while the seller is in default, the seller is liable in accordance with the above agreed limits of liability. The seller is not liable if the loss or damage would have occurred even if delivery had been effected in a timely manner.
4. If a binding delivery date or period is not adhered to, the seller defaults once the delivery date or period has been

exceeded. The purchaser's rights are then defined by paragraph 2, subparagraph 3 and paragraph 3 of this section.

5. Force majeure, or operational disruptions on the part of the seller or its suppliers, that prevent the seller from delivering the purchased item by the agreed date or within the agreed period, without this being the seller's fault, change the dates and periods listed in items 1 to 4 of this section by the duration of the disruptions to services effected by these circumstances. If disruptions of this nature lead to a delay in delivery of more than 4 months, the purchaser may withdraw from the contract. Other rights of withdrawal remain unaffected.

IV. Acceptance

1. The purchaser is obliged to accept the purchased item within 8 days of receipt of notification that it is ready for delivery. If the purchaser fails to accept, the seller can assert its statutory rights.
2. If the seller demands compensation for damages, this shall amount to 10% of the purchase price. The compensation for damages shall amount to a higher or lower amount respectively if the seller proves that greater loss or damage occurred, or the purchaser proves that less or no loss or damage occurred.

V. Retention of title

1. The purchased item remains property of the seller until the debts receivable to which the seller is entitled under the purchase contract are settled. If the purchaser is a legal entity under public law, a special fund under public law or an entrepreneur engaged in commercial or independent professional activity by concluding the contract, the retention of title of ownership shall also remain for claims of the seller against the purchaser arising from the ongoing business relationship until the claims connected with the purchase have been settled. At the request of the purchaser, the seller is obliged to waive its retention of title of ownership if the purchaser has incontestably settled all claims connected with the purchased item, and appropriate security for other claims arising from ongoing business transactions exists. During the period of retention of title of ownership, the seller is entitled to retain the registration certificate part II (vehicle title).
2. If the purchaser defaults on payment, the seller can withdraw from the purchase contract.
3. As long as the retention of title ownership continues, the purchaser may neither use the purchased item, nor permit third parties to use it on a contractual basis.
4. Personal liability of legal representatives, vicarious agents and the employees of the seller is excluded for loss or damage caused by slight negligence on their part.
5. The liability limitations in this section do not apply to injury to life, limb or health.

VI. Defects in quality

1. Claims by the purchaser due to defects in quality shall expire one year after the purchased item was delivered to the customer. If the purchaser is a legal entity under public law, a special fund under public law, or an entrepreneur exercising commercial or independent professional activity by concluding the contract, the sale is concluded under the exclusion of any claims due to defects in quality. Further claims remain unaffected provided the seller is mandatorily liable under law, or something else was agreed, particularly in the case of assumption of a guarantee.
2. The purchaser shall assert claims for defects in quality against the seller. When notice of claim is given verbally, the purchaser is to be provided with written confirmation of receipt of the notification.
3. If the purchased item becomes inoperable due to a defect in quality, the purchaser may, with prior agreement with the seller, contact another specialist vehicle workshop.
4. For components installed as part of remedying a defect, the purchaser may assert claims on the basis of defects in quality pursuant to the purchase agreement until the limitation period for the purchased item has expired. Replaced components shall become the property of the seller.
5. Section VI Defects in quality does not apply for claims to compensation for damages; Section VII Liability applies to such claims.

VII. Liability

1. If the seller has to accept responsibility for damage caused by slight negligence as a result of statutory provisions, the seller shall have limited liability: Liability is limited to breach of essential contractual obligations, such as those that the purchase agreement, based on its content and purpose, is intended to impose on the seller, or the fulfilment of which enables the orderly performance of the purchase contract in the first place, and on the compliance with which the purchaser regularly relies and may rely. This liability is limited to foreseeable, typical loss or damage following conclusion of the contract. To the extent that the loss or damage are covered by an insurance policy (excluding fixed sum insurance) taken out by the purchaser for the claim in question, the seller shall only be liable for associated detriment caused to the purchaser, e.g. increased insurance premiums or interest payments, until the claim has been settled by the insurance company.
2. Regardless of fault on the part of the seller, any liability on the part of the seller in the case of concealment of a defect, resulting from the assumption of a guarantee or a procurement risk, or under the Product Liability Act, remains unaffected.
3. Liability for delayed delivery is conclusively regulated in Section III.

VIII. Arbitration (arbitration proceedings)

(Applies only to second-hand vehicles with a gross vehicle weight of not more than 3.5 t)

1. In the event that the vehicle workshop has an accredited expert sign stating "Master workshop of the motor vehicle guild" ("Meisterbetrieb der Kfz-Innung") or a basic sign stating "Member of the motor vehicle guild" ("Mitgliedsbetrieb der Kfz-Innung") or "Car dealership with quality and security" ("Autohandel mit Qualität und Sicherheit"), the parties may, in the event of a dispute resulting from the purchase contract, excepting the purchase price, appeal to the motor industry arbitration tribunal responsible for the seller's registered office. This appeal must be made in writing and without delay upon becoming aware of the point in dispute, and at the latest, 13 months after delivery of the purchased item.
2. The decision of the board of arbitration does not exclude recourse to a court of law.
3. By appealing to the board of arbitration, the clock is stopped for the expiry of claims for the duration of the proceedings.
4. The proceedings before the board of arbitration take place in accordance with its terms and conditions and code of procedure, which are issued to the parties by the board of arbitration upon request.
5. If legal action has already been taken, an appeal may not be submitted to the board of arbitration. If legal action is taken during the proceedings of the board of arbitration, the board shall cease its activities.
6. Costs will not be levied for the use of the board of arbitration.

IX. Place of Jurisdiction

1. For all current and future claims arising from the business relationship with merchants, including bills of exchange and cheques receivable, the sole place of jurisdiction is the registered office of the seller.
2. The same place of jurisdiction applies if the purchaser has no general place of jurisdiction within Germany, moves its place of residence or normal abode abroad after conclusion of the contract, or its place of residence or normal abode is not known on the date the legal action is filed. Otherwise, for claims on the part of the seller against the purchaser, the place of jurisdiction is the purchaser's place of residence. Used Car Sales Terms (motor vehicles and trailers)

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