

GENERAL TERMS AND CONDITIONS FOR BUYERS

of **BCA AUTOAUKTIONEN GMBH**
Floßhafenstraße 5, 41460 Neuss

A. GENERAL PROVISIONS

I. Sales events, legal validity of the General Terms and Conditions

BCA Autoauktionen GmbH (hereinafter referred to as BCA) is a European full-service provider for commercial used vehicle auctions and other services, such as deregistration, consulting, inventory management, fleet management, appraisal, condition description, invoicing, collection, reporting, analysis, securing, vehicle preparation, logistics, the entire document handling, which are provided in this context.

These General Terms and Conditions (hereinafter referred to as GTCs) apply to all auctions (hereinafter referred to as „sales“), thus to all auctions and other sales contracts for vehicles and accessories brokered by BCA, bidding rounds, direct sales through fixed price exchanges and sales made over the phone and in writing. They apply in particular to the legal relationship between BCA, the buyer and the seller (hereinafter referred to as the „seller“).

Buyers acknowledge the legally binding nature of these GTCs when they register with BCA for the first time.

Furthermore:

- by being able to take note of the GTCs posted or displayed at any time in BCA's auction centres and logistics locations and in all other locations where auctions are held by BCA
- by taking note of the GTCs published on BCA's website and deposited in printable form
- by returning an acknowledgement of receipt of these General Terms and Conditions
- by signing the list of participants on the day of the auction
- by logging on to the BCA website
- each time a LiveOnline auction is logged into
- for all online auctions, each time the relevant sales channel is logged into
- Any changes will be brought to the attention of sellers and buyers in the same manner.

II. Legal status of BCA

BCA auctions vehicles/accessories in its own name and for its own account. BCA collects the purchase price plus the auction fee and other fees in its own name.

III. Registration and admission as bidder/buyer

1. Only automobile dealers and other entrepreneurs within the meaning of § 14 BGB (German Civil Code) with a connection to the automobile sector (hereinafter referred to as „automobile dealers“) are admitted as buyers to all the aforementioned sales by BCA. The latter is exclusively entitled to purchase/buy vehicles at auction for its company, but not for its private use.

In order to be able to use the services of BCA, the automobile dealer must register. There is no entitlement to acceptance of the application. Registration is free of charge and takes place by providing the complete data requested by BCA.

To register, the car dealer must first complete the online registration form and upload the required documents there.

a. For car dealers with their registered office within a state of the European Union, the following documents are always required as evidence:

- [Customer master data sheet completely filled](#) in and signed by the owner/managing director
- Copy of the business registration
- for merchants registered in the commercial register, an extract from the commercial register
- notification of the valid VAT identification number issued to you
- a possible representation requires the written power of attorney of the buyer

b. In the case of entrepreneurs with their registered office outside the Federal Republic of Germany, the following are also required as evidence:

- at the request of BCA, certified translations of each of the above foreign-language documents into German, e.g. if the documents are not submitted in Latin script

c. For entrepreneurs outside a state of the European Union, the following are always required as evidence:

- a certificate of entrepreneurial status issued by the tax office responsible for them
 - The date of issue of this certificate must not be more than 12 months ago.
 - After this period, an updated certificate must be submitted to BCA.
- The certification must contain the following information:
 - the address of the competent tax authority
 - full name, registered office and address of the company
 - indication of the type of business activity
 - reference to liability for VAT, tax number

2. BCA is entitled to refuse or withdraw admission without giving reasons. Admission will be refused or withdrawn in particular in the event of

- false or missing information during registration
- misuse of the services of BCA
- infringement of the rights of third parties
- damage, impairment of the functionality of the services of BCA
- default/non-fulfilment of contractual service obligations
- legal disputes
- infringement of the GTCs
- objection to these and/or amended GTCs
- insolvency or settlement proceedings against the assets of the buyer or rejection of insolvency proceedings for lack of assets
- non-submission of further requested documents
- contradictory data
- improper behaviour towards BCA employees
- disclosure of personal and confidential registration information to third parties
- proven or suspected fraud regarding documentation or identity, or any other illegal conduct
- Contacting a consignee

3. Within 1 (one) business day of online registration, the car dealer will be contacted by a BCA representative to complete and validate the registration.

BCA will provide each new registered user with training on the basic use of the BCA platform and how the auctions work. For this purpose, a live demonstration or a demonstration via video will be offered as part of the training via an Online seminar.

Participation in the online seminar is voluntary.

As soon as the registration has been confirmed, the registered user receives an e-mail with his „user name“ and an activation link with which he can generate a „password“.

The „Username“ is for the exclusive use of the registered user to whom it has been assigned.

The „password“ must not consist of an e-mail or internet address, must not infringe the rights of third parties and must not be contrary to good morals. The registered user is liable for any misuse or loss of the password. Should the registered user contact BCA immediately in such a case, BCA will activate a process so that the password can be reset and changed again. In this case, the account will be temporarily blocked and the registered user will be relieved of liability for this period. The burden of proof for not having bid lies with the buyer here; a mere assertion is not sufficient here. The buyer is also liable for technical errors that fall within its sphere or whose causes remain completely unexplained. The party in whose sphere the technical defect in dispute falls bears the burden of explanation and proof. The unexplainability and non-provability of a cause of a defect shall be borne by the buyer.

4. BCA can request evidence of commercial activity or further documents again at any time. The registered user must inform BCA immediately of any cancellations or changes. They are obliged to inform BCA immediately in writing of data changes and a revocation of a granted power of attorney that arise after their registration.

5. BCA reserves the right to hold so-called „open“ and „closed“ auctions. Any user registered with BCA is admitted to the open auctions, while only corresponding brand dealers or another group of dealers to be determined by BCA are admitted to the closed auctions, e.g. brand-linked auctions. Registered users are not entitled to participate in a closed auction.

6. After the first purchase as a registered user (now a buyer), BCA will contact the buyer and provide comprehensive customer service by telephone to ensure that the vehicle is quickly available for collection or delivery.

IV. Suspending/unsuspending customer accounts

1. BCA has the right to suspend the buyer in the cases of A. III. 2, B. IV. no. 1 and 2, among others, from further auctions in the countries in which the buyer has a valid BCA account. The buyer will be informed of the suspension and the reason for it.
2. If claims other than the purchase price over €300 are not paid for more than 30 days, the buyer will also be suspended.
3. If the buyer wants to re-activate their account, they must pay a fee in addition to the outstanding debts. As soon as the buyer has paid this fee, BCA will subsequently issue the buyer with a corresponding invoice. The amount of the fee is regulated in BCA's fee table, see also E. II.

The simple payment of the fee without prior consultation with BCA cannot give rise to any claim to unsuspension of the account. BCA is entitled at its discretion to have a buyer suspended. In this case, no fee will be charged.

V. Deregistration

The registered user is entitled to deregister with BCA at any time with immediate effect in writing.

VI. Cancellation

If they have not yet used the services of BCA, the registered user can also cancel their registration in writing within two weeks.

VII. Use of the services

The registered user may only use the services of BCA in the intended manner. BCA may extend or restrict its services at any time.

VIII. Data protection

1. When initiating, concluding, processing and reversing a purchase contract, BCA Autoauktionen GmbH processes data on the basis of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG) for the purpose of fulfilling a contract or carrying out pre-contractual measures. The legal basis is Art. 6 para. 1 lit. b) GDPR.
2. BCA assures not to pass on personal data of the buyer or its employees to third parties, unless BCA is legally obliged to do so or the persons concerned have expressly consented to this in advance (Art. 4 no. 11 GDPR in conjunction with Art. 7 GDPR). Insofar as BCA uses the services of third parties for the implementation and handling of processing procedures, the provisions of the GDPR and the BDSG are complied with. The personal data that the buyer or the buyer's employee provides to BCA during a transaction (e.g. purchase, auction activity, etc.) or by e-mail (e.g. name, contact details) will only be processed for correspondence with the buyer or the buyer's employee and only for the purpose for which the data subjects have provided the data to BCA. The legal basis is Art. 6 para. 1 lit. a) and b) GDPR. Furthermore, we may disclose the personal data to third parties insofar as this is demonstrably necessary for our legitimate interests, and/or the legitimate interests of third parties and/or public interests, e.g. if it serves to clarify an abuse of the auction house, a criminal offence or general legal prosecution (legal basis Art. 6 para. 1 lit. c) and f) GDPR).
3. BCA only passes on the buyer's data or the buyer's employees' data to the service or forwarding company commissioned with the delivery, insofar as this is necessary for the delivery. The legal basis is Art. 6 para. 1 lit. b) GDPR. In order to process payments, BCA passes on the payment data of the business partner to the credit institution commissioned with the payment. The legal basis is Art. 6 para. 1 lit. b) GDPR. Personal data shall only be stored for as long as necessary for the purposes for which it is processed (Art. 5 para. 1 sentence 1 lit. e) GDPR). Insofar as retention periods under commercial and tax law must be observed, the duration of storage of certain data may be up to 10 years.
4. The buyer or the buyer's employees have the right to information (Art. 15 GDPR), the right to rectification (Art. 16 GDPR), the right to erasure (Art. 17 GDPR), the right to restriction of processing (Art. 18 GDPR), the right to object (Art. 21 GDPR) and the right to data portability (Art. 20 GDPR). In addition, there is a right of appeal to the competent data protection supervisory authority (Art. 77 GDPR in conjunction with § 19 BDSG). If data subjects have any questions about the processing of their personal data, or if they wish to assert their data subject rights, they may contact BCA. Detailed information on how BCA processes data of the buyer or the buyer's employees can be found in our privacy policy at <https://www.bca.com/de/de/Footer/Privacy-Policy1/>.

IX. Fees

All fees, such as the buyer's fee, as well as all other applicable fees and fees for further services of BCA, can be found in the respective [current price lists](#). These price lists are available in all auction centres of BCA and all other locations where sales are conducted by BCA, saved on the website of BCA in printable form or will be sent upon request.

This is to be distinguished from possible transport costs, which must be requested separately.

B. CONDITIONS OF AUCTION

I. Conduct of auctions

1. The following information on the vehicle will be provided prior to each auction – in German and English – as follows:

Description of the vehicle

- (1) Make
- (2) Model
- (3) First registration
- (4) Mileage (+/- 50 km)
- (5) Transmission type (automatic/manual)
- (6) Fuel/energy type (petrol/diesel/electric/alternative energy)
- (7) Colour
- (8) Number of seats (as recorded at check-in, may differ from vehicle documents)
- (9) Number of doors
- (10) Previous use of the vehicle
- (11) Type of taxation of the vehicle: regular or differential taxation
- (12) Battery purchased or rented
- (13) Presence or non-presence of vehicle documents during auction
- (14) Reimportation
- (15) Number of previous owners

- List of vehicle accessories
Included if possible: Details of previous damage, COC document

- Set of commercial photos (minimum 4 photos)

- If possible a photo of the last page of the service booklet

- If possible a photo of the spare key
If there is no duplicate key, this is indicated in the comment field.

- Condition report regarding the interior and exterior, with photos of the visible damage to the vehicle, damage is described according to the [damage catalogue](#).

- Non-existence of vehicle documents

2. The vehicles/accessories to be auctioned will always be called, presented and auctioned individually in the order in which they are listed in the auction catalogue. There are no package sales of vehicles in the open auctions. The auctioneer is free to change the order or to auction vehicles/accessories other than those included in the auction catalogue.
3. The currency applicable to the auctions is the euro. The bid increments are usually €50, €100 or €200 and are determined by the auctioneer.
4. The submission of a bid is only valid if it is submitted in compliance with the procedure specified by BCA. BCA reserves the right to reject bids without giving reasons. A bid constitutes a binding offer to purchase the vehicle/accessories. If a buyer declares that it has not made a bid or has not made an effective bid, it shall bear the burden of proof for this.
5. If the highest bid is below the minimum price set by the seller, BCA may accept this bid subject to the seller's approval. If BCA accepts such a bid, the auctioneer expressly declares that the acceptance is subject to reservation. In the event of such a conditional purchase, the buyer shall be bound by its bid for a period of two (2) working days after the auction. BCA shall then notify the seller of this offer. If the seller accepts this highest bid, the purchase contract shall be declared unconditional by BCA and the buyer shall receive the final acceptance of the bid. If acceptance is refused, no purchase contract shall be concluded with the consignor.
6. With the acceptance of the bid, a purchase contract is concluded between the consignor and the buyer. At the same time, the consignor's purchase price claim against the buyer is transferred to BCA by way of assignment.
7. BCA reserves the right to remove vehicles from an ongoing auction, even if bids have been placed for them. Claims for the bidder do not arise from this.
8. Important information about the vehicle will also be provided by the auctioneer in German and English during the auction. If there is a risk that such information has not been correctly understood by the bidders, the vehicle will be removed from the auction, see also No. 7, and will not be auctioned. The vehicle will then be offered again at a later date in another auction.

II. Different auction formats

Participation in an online auction, such as: LiveBid, X-Bid and Buy-Now auctions

The dates of the online auctions and bidding rounds will be announced on the BCA website.

Each online auction/bidding round has a fixed term. However, BCA reserves the right to shorten or extend this term or to cancel online auctions/bidding rounds without concluding a purchase contract.

The bidder is not permitted to submit bids in the same online auction/bidding round using a further user access.

If a condition report from an expert's office is available, it can be accessed on the BCA website. In the event of deviations from the general vehicle description, only the information and data in the condition report shall be decisive for the content and scope of the purchase offer.

In the comment fields of the individual vehicles, express reference is made to any further fees that may be incurred.

Bids in the online auctions are placed by clicking a button or by using a bidding agent. Bids already placed cannot be subsequently withdrawn.

If the bid is accepted by the buyer, this will be indicated to it, stating the collection location.

a. xBid auctions

xBid auctions are pure online auctions without an auctioneer. The auctions run over several days. At the end of an xBid auction, the buyer has another chance to secure its desired vehicle in an xBid phase of approx. 20 seconds, even if it was outbid beforehand. The dates of the online auctions and bidding rounds will be announced on the BCA website. Here, it is possible to place bids through a bidding agent.

b. LiveBid auctions

LiveBid stands for interactive online auctions with live auctioneers. Here, an auctioneer leads through each LiveBid auction, and a bidding agent can also be used here. Here, too, it is possible to ask the auctioneers about the vehicles in writing – in German and English – during the auction in the so-called LiveChat online. If during the auction the auctioneer discovers significant deviations from the vehicle description in the auction catalogue, it will expressly point these out – also in German and English.

c. Buy-Now-Auktionen

This is a fixed-price auction in which selected vehicles, mostly from BCA Premium Partners, are available to the buyer for immediate purchase. The range of vehicles changes constantly.

Here, too, explicit reference is made in the comment fields of the individual vehicles to any further fees that may be incurred.

2. Physical auction in an auction centre

a. When registering for an auction, the registered user receives an auction catalogue – in German and English – and a bidder number under which it can place its bids in this auction. The vehicle/accessory to be auctioned off in an auction can usually be inspected at the respective auction centre the day before in the afternoon, but at the latest on the day of the auction approx. two (2) hours before the auction begins.

b. The information provided by the seller in the auction catalogues and the change lists does not release the buyer from inspecting the vehicle/accessories on site. BCA therefore strongly recommends that the buyer take a close look at the vehicle on site. Obviously recognisable defects/deviations from the auction catalogue or the modification list are deemed to have been approved and do not entitle the buyer to make a complaint. Details of equipment, accessories and accident damage make no claim to correctness and completeness and serve only as a guide.

c. The specific vehicle data is displayed on the monitors in the auction halls – in German and English. Any deviations from the vehicle description in the auction catalogues will be highlighted in colour on the monitors. In addition, buyers will receive a list of changes at the entrance to the auction hall from which these deviations can be seen. If during the auction the auctioneer discovers deviations from the vehicle description in the auction catalogue, it will expressly point these out – also in German and English.

d. The bid will be accepted if, after three calls, the auctioneer is not informed of a higher bid by another buyer and if the buyer's bid reaches the minimum price. However, the highest bidder has no claim to the knockdown. Immediately after the fall of the hammer, the buyer must show its bidder number, which can be found on the back of the auction catalogue.

3. Participation in a physical auction via LiveOnline

The buyer has the possibility to participate in the physical auction by means of BCA's own LiveOnline System (LoL). After logging on with a user name and personal password, the auction can be followed. In the event of a complaint, a user of the LoL system must be treated in the same way as a participant in a physical auction, cf. B.I.1. who was present in the hall. The latest update of the auction catalogue will be uploaded to the internet in the afternoon of the day prior to the auction. The change lists to the latest auction catalogue are read out by the auctioneers

during the auction.

During the auction, it is possible to ask the auctioneers in writing about the vehicles in the so-called LiveChat online. The auctioneers will answer these questions verbally during the auction – in German and English.

III. Purchase price (hammer price), fees and taxation

1. a. The acceptance of a highest bid obliges the buyer to immediately pay the purchase price and to immediately take delivery of the vehicle/accessory (= time of performance). A buyer's premium is payable on the purchase price, as well as any other fees that may be incurred. BCA will send the buyer a corresponding invoice.

The purchase price and the fees are to be paid cashlessly.

Pursuant to § 286 para. 2 no. 1 BGB (German Civil Code), default shall already occur upon receipt of the request for payment contained in the invoice. A further deadline is therefore not necessary for the default to occur.

b. Payment must be made within two (2) calendar days and can be made as follows:

- by bank transfer/flash transfer
- by financing a financing or manufacturer's bank immediately at the auction centre.

c. The seller's ownership of the auctioned vehicle/accessories shall not pass to the buyer until the purchase price plus any fees incurred (without deductions) has been irrevocably received in full in BCA's account.

d. BCA will take over the invoicing and collection for the consignor.

e. If vehicles are sold abroad, BCA will charge an export fee. Any bank charges incurred as a result of the foreign transfer are also to be paid in full by the buyer.

f. If the buyer buys several vehicles on one auction day, BCA reserves the right to release the vehicles for collection only after full payment has been made for all vehicles bought by it on this auction day.

2. Taxation of the vehicles

a. for buyers from the Federal Republic of Germany

(1) Purchase price for vehicles subject to regular taxation

The purchase price corresponds to the highest bid and includes – unless expressly stated otherwise in the sales description for the vehicle/accessory in question – the value added tax applicable in the Federal Republic of Germany (so-called gross additional price) at the respective statutory rate. The statutory value added tax shall be included in the buyer's fee and the other fees incurred.

(2) Purchase price for vehicles subject to differential taxation

If the sale is subject to differential taxation pursuant to § 25 a of the German Value Added Tax Act (Umsatzsteuergesetz), the value added tax on the knockdown bid price and on the auction fee shall not be shown.

b. for buyers from other countries of the European Community Area

If the sale is subject to differential taxation pursuant to § 25 a of the German Value Added Tax Act (Umsatzsteuergesetz), the value added tax on the knockdown bid price and on the auction fee shall not be shown.

c. for buyers from non-EU states (third countries)

Buyers from non-EU countries (third countries) must pay a security deposit on the purchase price of the vehicle/accessories in the amount of the respective VAT rate applicable in the Federal Republic of Germany to BCA. This security deposit will be refunded to the buyer immediately as soon as it is proven beyond doubt that the vehicle/accessory purchased has left the EU countries subject to VAT. Upon receipt of the customs form with a valid EUR1 number and customs stamp, the security retention will be refunded to the buyer in up to five (5) working days.

If no sufficient evidence is provided by the buyer within three (3) months for the export to the respective recipient country, BCA must assume that the vehicle has not been taken to a non-EU state (third country) and will issue an invoice including VAT and pay the VAT to the German tax office.

IV. Legal consequences in the event of non-payment of the purchase price/fees, withdrawal and/or non-acceptance of the vehicle

1. Non-payment of the purchase price/fees

In the event that the buyer fails to pay the purchase price/fees, the buyer shall receive a payment reminder with a written deadline after two (2) calendar days after invoicing, although a reminder justifying default pursuant to B. II.1. is dispensable. Five (5) calendar days after invoicing, the buyer will receive a final reminder.

In the event of non-payment after seven (7) calendar days, BCA shall be entitled to withdraw from the purchase contract and to claim damages for non-performance.

In this case, BCA's invoice to the buyer will be cancelled in the amount of the purchase price.

In these cases, BCA is entitled to charge a lump sum for the buyer's fee incurred, since BCA has provided its services to the buyer, for any reduced proceeds in the event of a new sale of the vehicle and for the additional administrative expenses as lump sum damages. The amount of this lump sum is determined in the fee table, see also E. II.

2. Non-acceptance of the vehicle

In the event that the buyer refuses to take delivery of the vehicle, the buyer shall receive a letter of demand setting a deadline for the collection of the vehicle. If the buyer has not collected the vehicle after the expiry of the deadline, BCA is also entitled to withdraw from the purchase contract and to claim damages for non-performance, see no. 1.

3. Withdrawal from the purchase

a. After the invoice has been sent, the buyer can no longer withdraw from the purchase contract. If the buyer nevertheless declares their withdrawal, it is at BCA's discretion to demand fulfilment of the purchase contract or to approve the withdrawal.

b. A buyer has the right to withdraw from the purchase contract under the following conditions:
If a buyer contacts BCA within 24 hours of the hammer blow and declares that they do not want an individual vehicle, the purchase will be cancelled at no charge. This applies to one (1) vehicle within a calendar year.
If the buyer has purchased more than one vehicle at the same time, this free cancellation applies only to the first of the purchased vehicles (in order of appearance in the auction(s)).

If the buyer, in the case of a further second (2nd) vehicle within a calendar year, declares that they do not want the vehicle, they will have to pay a cancellation fee. The amount of this cancellation fee is stated in the respective valid price list, see „Cancellation fee purchase contract“.

Thereafter, there is no further possibility to cancel a purchase in that calendar year.

If the buyer does not pay within seven (7) calendar days, the buyer will be suspended until the purchase price and all fees have been paid.

c. In the event that BCA is unable to deliver the vehicle due to force majeure, the buyer may declare the cancellation of the purchase contract by registered letter with acknowledgement of receipt. In this case, BCA undertakes to refund the purchase price paid by the buyer plus any fees incurred. Beyond this, the buyer has no claim to compensation.

V. Use of commercial photos (photo package)

1. The photo package is only available for vehicles that have been created directly by BCA and/or with AOS technology (AutosOnShow). This therefore excludes, for example, photos provided by the consignor.

2. The photo package consists of several electronic files containing photos of the vehicle, which can only be accessed and downloaded by the buyer. These photos contain 4 external promotional images of the vehicle with a neutral background (no BCA logo).

3. The photo package is made available to the buyer of the vehicle and can be downloaded for a maximum period of three months from the date of purchase of the vehicle. After the expiry of this period, the data of the photo package will no longer be available.

4. Right to use the content of the photo package:

Although the photos from the photo package may be downloaded by the buyer, the contents of the photo package are and shall remain the exclusive property of BCA. BCA reserves the right to add wording and/or watermarks to the photos to indicate this ownership. BCA grants the buyer the limited right to use the content of the photo package on a medium of its choice (website or third-party website, internal catalogue, etc.) for resale to its customers. Any other use is prohibited without the prior written consent of BCA.

5. The buyer is authorised to download and store the contents of the photo package, under its sole and exclusive responsibility.

VI. Transport and collection of the vehicle

1. Principles

a. The transport/collection of the auctioned vehicle by the buyer can generally only take place after invoicing and full payment of the purchase price including all fees from one of the BCA auction centres (including customer parking) or from an off-site location (= external storage location of a logistics partner of BCA).

b. BEFORE collection of the vehicle – transport or self-collection –
Before receiving the release declaration for the collection of the auctioned vehicle, each buyer is obliged to complete and return to BCA the collection authorisation received by e-mail and to transfer to BCA the total amount indicated on the invoice (net vehicle value, fees and, if applicable, a security retention in the amount of the statutory VAT).

The buyer will then receive a release declaration for the auctioned vehicle from BCA and can have the vehicle collected or, if necessary, collect it themselves.

c. The collection of the vehicles – transport or self-collection – must be notified 24 hours in advance at the collection location.

If the vehicle is located at one of the BCA locations, the vehicle or accessories can be collected on weekdays (except Saturdays) during the opening hours stated on the homepage at the respective auction centre BCA Autoauktionen GmbH. If the vehicle is located at another location (off-site), this has already been noted accordingly in the auction catalogue. In these cases, BCA will inform the buyer of the exact address and possible collection times after the auction.

d. Should it be necessary for logistical reasons or to comply with export regulations to move the vehicles from an off-site location to a BCA auction centre, for example, BCA has the right to have the vehicles shipped between these locations at its own expense. The buyer expressly agrees to the transfer to another BCA location.

e. BCA will provide a service for automatic transportation and delivery to the buyer's address domestically and internationally, which will provide the buyer with complete security after the sale.

f. A contract of safekeeping of the vehicle is not created in any case.

2. Collection of the vehicle by dealers with registered office in Germany

The buyer has the following options for transport to collect the vehicle from BCA:

a. Commissioning of a transport company

(1) BCA commissions the transport company.

The transport contract is concluded between BCA and the buyer; invoicing is carried out by BCA. In the event of transport damage or similar, the buyer can contact BCA as its contractual partner. In the relationship between BCA and the transport company, the forwarding conditions of the transport company apply, which also apply in the event of recourse between the buyer and BCA.

(2) Procurement of a transport company by BCA and invoicing by the transport company to the buyer.

The transport contract is concluded between the transport company and the buyer. In the event of transport damage or similar, the buyer can contact the transport company directly as its contractual partner. The forwarding conditions of the transport company shall also apply in this case.

(3) Commissioning of a professional transport company for automobile vehicles by the buyer itself.

b. Self-collection

The buyer can only collect a vehicle that is ready to drive itself. Unroadworthy vehicles and vehicles involved in accidents must be collected and transported by a professional automobile transport company.

c. . If the buyer hires a transport company themselves or if they collect the vehicle themselves, the following necessary documents must be presented at the time of vehicle collection:

(1) In the case of collection by a haulage company:

- Collection authorisation from BCA
- Vehicle release from BCA
- Delivery note/CMR
- Identity card/passport of the driver

(2) If the vehicle/accessories are to be collected by the customer, the following must be presented:

- Vehicle release from BCA
- Identity card/passport

(3) In case of collection by third parties:

- Vehicle release from BCA
- Collection authorisation
- Identity card/passport

d. Non-collection of the vehicle

aa. Stall fees

If a vehicle has not been collected after seven (7) calendar days after invoicing, BCA will charge stall fees for all buyers based in Germany for the further standing time of a vehicle on the BCA premises (incl. customer car park).

After expiry of this period, stall fees of €18 per calendar day will be invoiced from the 8th calendar day.

bb. Right of withdrawal from the purchase contract

If the vehicle has not been collected on the 15th calendar day after invoicing, BCA has the right to cancel the purchase contract.

Exceptions exist for accident vehicles/vehicles that are not roadworthy.

cc. Commissioning of transport by BCA

If the vehicle has not been collected on the 15th calendar day after invoicing, BCA also has the right to commission a transport company to transport the purchased vehicle to the buyer's company headquarters at the buyer's expense. The buyer is obliged to accept the vehicle upon delivery and to inspect it accordingly.

3. Collection of the vehicle by dealers with company headquarters abroad

a. A self-collection of the vehicle by the buyer is not possible here.

The buyer has the following options for transport to collect the vehicle from BCA:

(1) BCA commissions the transport company.

The transport contract is concluded between BCA and the buyer; invoicing is carried out by BCA.

In the event of transport damage or similar, the buyer can contact BCA as its contractual partner. In the relationship between BCA and the transport company, the forwarding conditions of the transport company apply, which also apply in the event of recourse between the buyer and BCA.

(2) Arrangement of a transport company by BCA and invoicing by transport company to buyer.

The transport contract is concluded between the transport company and the buyer.

In the event of transport damage or similar, the buyer can contact the transport company directly as its contractual partner. The forwarding conditions of the transport company shall also apply in this case.

(3) Hiring of a professional automobile transport company by the buyer itself.

b. In the case of buyers from abroad, delivery shall be made exclusively to the buyer's registered office. Should the buyer wish delivery to an alternative delivery address within the country in which it has its registered office, the buyer must complete the corresponding document ("[Confirmation of alternative delivery address](#)"), which can be downloaded from our website.

When completing this document, the buyer confirms the following:

- At the request of the buyer, all vehicles and related documents/accessories shall be delivered to the alternative address, which must be located in the EU country where its EU VAT ID is registered.
- The buyer agrees that the address provided is controlled or managed by them or an agent of theirs and that they or the agent are able to safely and properly accept motor vehicles at that address.
- The buyer agrees to take full responsibility for all vehicles after delivery to the specified receiving address. The GTCs will still apply.
- CMRs must be returned to BCA and validated in accordance with standard procedures, along with the completion and return of a receipt form if required. Stamp and signature on all CMRs must refer to the buyer.

c. When a transport company is engaged by the buyer itself, the following necessary documents must be presented at the time of vehicle collection:

- Collection authorisation from BCA
- Vehicle release from BCA
- Delivery note
- Identity card/passport of the driver

d. AFTER transfer of the vehicle

(1) to another EU country

In order to comply with the European VAT Regulations („2020 Quick Fixes“) and to ensure that the vehicle has reached its actual destination at the buyer's premises, BCA is obliged to request from the buyer the documents listed below as evidence of immediate shipment to another EU state outside the Federal Republic of Germany and will retain the vehicle documents until the buyer has submitted:

- a completed CMR
- a completed confirmation of arrival
- evidence of transport insurance* issued by the transport company commissioned or the transport invoice
- in the case of shipment by ship or train, the loading lists of the respective means of transport

* The buyer agrees that the evidence of transport insurance to be submitted will be stored centrally and that other BCA companies will also have access to it.

(2) to a country outside the EU

Buyers from non-EU countries (third countries) must send the customs form with valid EUR1 number and stamp of customs to the following e-mail address debitorenggruppe.de@bca.com after receipt of the customs form, so that BCA Autoauktionen GmbH will refund the security deposit to the buyer in up to five (5) working days.

d. Stall fees

aa. Stall fees

If a vehicle has not been collected after nine (9) calendar days from the date of invoice, BCA will charge stall fees for all buyers based abroad for the continued standing time of a vehicle on the BCA premises (including customer parking).

After expiry of this period, stall fees of €18 per calendar day will be invoiced from the 10th calendar day.

bb. Right of withdrawal from the purchase contract

If the vehicle has not been collected on the 15th calendar day after invoicing, BCA has the right to cancel the purchase contract.

Exceptions exist for accident vehicles/vehicles that are not roadworthy.

cc. Commissioning of transport by BCA

If the vehicle has not been collected on the 15th calendar day after invoicing, BCA also has the right to commission a transport company to transport the purchased vehicle to the buyer's company headquarters at the buyer's expense. The buyer is obliged to accept the vehicle upon delivery and to inspect it accordingly.

VII. Transfer of risk

With regard to the transfer of risk, a distinction must be made between:

1. External disturbances

If an already concluded purchase contract must be rescinded, the risk of accidental loss or accidental deterioration after handover of the vehicle – depending on to whom the vehicle is handed over – shall first pass from the buyer to BCA or directly to the consignor.

2. Technical defects

The consignor shall be responsible for a technical defect until the vehicle is handed over to the buyer, after which the risk of occurrence of a technical defect shall pass to the buyer.

e.g. If the buyer discovers upon collection that the vehicle is not ready to be driven, contrary to the specifications, the responsibility shall still be borne by the seller in the absence of handover to the buyer.

BCA does not bear the responsibility for the existence of a technical defect at any time.

If a purchase contract that has already been concluded must be rescinded, the risk of the occurrence of a technical defect shall pass from the buyer back to the consignor.

VIII. Acceptance of the vehicle/accessories

1. Obligations of the buyer to give notice of defects

- a. The buyer is obliged to thoroughly inspect the vehicle at the time of handover for visible and

value-reducing defects as well as missing accessories which do not correspond to the vehicle description in the auction and to be noted in writing on the handover receipt .
If the vehicle is transported by a forwarding company, the damage must be noted on the CMR document, which must be signed by the buyer and the driver. If it is a night delivery, the buyer must report the defect in writing by 12 noon on the following day (working day).
If the vehicle was transported via BCA, the buyer has 24 hours (working day) after handover to report a defect and file an appropriate claim.

The buyer has 48 hours (working days) after collection of their vehicle by themselves or by the transport company appointed by them to file a claim.

Damage to the vehicle that is not visible (hidden defects) must be reported immediately after it is noticed.

Complaints made later or verbally or by telephone cannot be taken into account.

A complaint does not release the buyer from the obligation to pay the full purchase price.

Even in the case of a complaint, the buyer is obliged to remove the vehicle from the premises of BCA.

b. Should enforcement measures be asserted against the buyer at a time when it is the owner, but not yet the owner of the auctioned vehicle/accessories, the buyer must inform the creditor pursuing the enforcement of the seller's retention of title and inform BCA immediately of the enforcement measures initiated against it. If the buyer fails to point out the seller's retention of title, they shall be liable to the seller and BCA for any further damage resulting from this, over and above the purchase price.

2. BCA sends the vehicle documents to the buyer by courier. BCA bears the shipping costs, the buyer bears the risk. The vehicle documents must also be checked for completeness and correctness of the information. The deadlines stated under no. 1 above shall apply.
If vehicle documents or parts thereof are lost and a bidding procedure or similar becomes necessary, the buyer must reimburse BCA for the costs incurred.

3. BCA has a right of retention to the vehicle documents and the vehicles until all claims of BCA against the buyer, also from other legal transactions from the existing business relationship, have been settled.

4. E-vehicles with rental batteries:

At the latest upon payment and purchase of the vehicle, the buyer acknowledges its obligation to assume the battery rental contract and to take all formally necessary steps to transfer the rental contract on its behalf:

- The purchase will not be completed until the buyer signs and returns the BCA Assumption Commitment to BCA within one business day.
- The buyer is obliged to contact the bank within two (2) working days of receipt of the invoice.

If it is not possible to take over the lease in the buyer's country, the sale will not be completed.

The buyer expressly agrees that BCA is entitled to pass on their contact details to the owner/lessor of the battery.

C. Liability for material defects/complaints

I. Liability for material defects

1. Liability for material defects is excluded. Vehicles and accessories are auctioned off in the condition they are in at the time of the knockdown.

2. The exclusion of liability for material defects shall not apply in the case of fraudulent intent and for damage resulting from injury to life, limb or health which is based on a negligent breach of duty by BCA or an intentional or negligent breach of duty by a legal representative or vicarious agent of BCA/the consignor. Furthermore, it does not apply to any other damage resulting from a grossly negligent breach of duty by BCA or from an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of BCA.

3. BCA is not the owner of the vehicles/accessories and does not assume any guarantee for a specific condition or property of the vehicle/accessories. Likewise, BCA does not assume any guarantee for the correctness and completeness of the information provided by the consignor. This applies in particular to information about a certain condition or characteristic of the vehicle/accessories and their equipment. The consignor shall be exclusively liable for this information, taking into account the agreed exclusion of liability for material defects. Vehicles/accessories are not subject to any technical inspection by BCA.

4. Complaints will only be considered for vehicles on which no reworking or repairs have been carried out by the buyer. Vehicles with hidden defects are excluded from this.

5. If BCA is aware of prior damage, BCA will indicate this prior damage accordingly in the vehicle description for the auction.

However, the vehicles will not be checked by BCA for previous damage, accidents, collisions that may have been repaired or remedied. The buyer accepts that BCA is therefore unaware of whether the vehicles offered have had any damage/accidents/collisions unless the seller has disclosed these in advance.

Concealed damage and/or undisclosed previous damage will constitute grounds for complaint.

6. A justified claim for damages may exist in case of discrepancies in the vehicle description, see above: B. I. 1.

The buyer accepts that paint and body work may have been carried out on several parts of the vehicle, which may include paint damage/excessive paint wear or collision damage. These repairs are accepted provided they have been properly and professionally repaired.

Claims relating to general wear and tear of the vehicle or parts thereof are excluded, see also the damage catalogue in B.I.1.

7. Until the claim has been processed and a decision has been made, no repairs may be carried out by the buyer. In the event of a possible subsequent rescission of the purchase contract, such repair costs shall not be borne. Only within the context of a claim for damages could these be taken into account under certain circumstances.

9. In the case of complaints, there is a deductible for the buyer in the amount of €350 net for sheet metal damage and technical damage. Thus, complaints about damages up to this trivial limit are excluded. In the case of damage exceeding €350, this amount will be deducted – even in the case of a justified complaint. Excluded from this are claims for damages which are based on misconduct on the part of BCA.

10. For vehicles with a mileage of more than 180,000 kilometres or a first registration older than 10 years, all claims for damages for defects – including hidden defects – are excluded.

11. Likewise, all claims for damages for vehicles that are not roadworthy or vehicles from accident auctions that have a declared total loss are excluded.

12. Likewise, all claims for damages for vehicles with a vehicle value of up to €1,500 net are excluded.

13. If the vehicle documents cannot be sent to the buyer within thirty (30) days after receipt of payment of the vehicle price on the account of BCA, the buyer may have a right of complaint. The decision on this is at the discretion of BCA. In the event of a justified complaint, no cancellation fee will be charged to the buyer and repatriation of the vehicle will be at BCA's expense.

II. Complaint procedure:

1. The buyer has 48 hours (working days) after collection of its vehicle by itself or by the transport company appointed by it to file a claim. The vehicle must have been driven no more than 50 kilometres.

If the vehicle was transported via BCA, the buyer has 24 hours (working day) after delivery to file a claim. Here too, the vehicle must not have been driven more than 50 kilometres.

2. The complaint must be made exclusively via the BCA online form, which can be found on the respective country page of the BCA homepage under the heading „After Sale“.

3. In the event of a claimed defect, the buyer must submit a qualified receipt/cost estimate from a specialist workshop as evidence. With regard to the amount of the costs, the buyer should consult with BCA's complaints department before commissioning the repair in order to only incur reasonable and proportionate costs within the scope of its duty to minimise damage. The costs for the evidence are initially to be borne by the buyer. In the event of a justified complaint, these will be reimbursed as part of the claim for damages.

4. After receipt of the complaint, the buyer will receive an acknowledgement of the receipt of the complaint within 24 hours (working day) and a response after five (5) working days after BCA has received the complaint with all relevant information in order to resolve the case.

5. In the event of a justified claim, BCA will send the buyer written confirmation of this.

If the claim gives rise to a payment claim by the buyer, this will be paid to the buyer four (4) working

days after confirmation of the claim.

Should the purchase contract be rescinded, BCA and the buyer shall choose an efficient way.

III. The buyer is prohibited/not allowed to contact the previous owner of the vehicle in order to obtain further information about the vehicle, e.g. in case of a claim. This should remain the sole responsibility of the contractual parties and the privacy of the previous owners should be protected.

D. Liability

I. Liability when using the services of BCA

1. BCA is not liable for damages incurred by buyers or third parties in connection with the use of BCA's services, in particular for damages resulting from the fact that bids submitted due to technical deficiencies were not received or considered by BCA or were not received in time. The same applies to damages resulting from the fact that vehicles/accessories were not displayed or were displayed incorrectly (e.g. temporary failure of the monitors in the auction halls). Insofar as it is necessary for maintenance work and updates or similar, BCA reserves the right to temporarily disable its website and system.

2. BCA shall only be liable to buyers in the event of intent and gross negligence as well as in the event of a breach of cardinal obligations pursuant to § 307 para. 2 no. 2 BGB. Any further liability is excluded. This exclusion does not apply to damages resulting from injury to life, limb or health due to a negligent breach of duty by BCA or an intentional or negligent breach of duty by a legal representative or vicarious agent of BCA.

II. Liability of users

Participants and visitors to a BCA sales event are liable for damage they culpably cause on the premises of BCA Autoauktionen GmbH.

III. Manufacturer's guarantees

Existing manufacturer guarantees are not affected by the sales.

E. Final Provisions

I. Place of performance/place of jurisdiction

These General Terms and Conditions are subject to German law.

The place of performance and exclusive place of jurisdiction is Neuss. This shall also apply to persons who do not have a general place of jurisdiction in Germany or persons who have moved their place of residence/registered office and habitual abode outside Germany after conclusion of a purchase contract or whose place of residence/registered office or habitual abode is not known at the time the action is brought. The United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention/CISG) and the rules of private international law shall not apply. The contractual and auction language is German. If documents in other languages are used (e.g. contracts, terms and conditions, commercial correspondence), these are for information purposes only. The German version shall apply.

II. Fees

All fees or charges for BCA services that may be incurred in connection with a vehicle purchase can be found in a fee overview, which is available on the BCA homepage under: Aftersales/payment and fees.

III. Severability clause

Should any of the above clauses be invalid, this shall not affect the validity of these terms and conditions in their entirety. The invalid clause shall be replaced by a provision that comes as close as possible to the meaning and economic purpose of the invalid clause.

IV. Malfunctions

Force majeure, industrial disputes, riots, official measures and other unforeseeable, unavoidable and serious events, including pandemics and the like, shall release the parties from their performance obligations for the duration of the disruption and to the extent of its effect. The parties are obliged to provide the necessary information without delay within the scope of what is reasonable and to adjust their obligations to the changed circumstances in good faith. Excepted from this is the payment obligation of a buyer for a vehicle purchased at auction. If BCA is unable to deliver a vehicle due to force majeure, see B.III.3.

V. House rules

1. BCA has the right to refuse persons access to the auction centres or participation in auctions without

giving reasons.

2. Trading with third parties on BCA's premises is not permitted. In the event of infringements, BCA is entitled to withdraw the admission of the persons or companies concerned.

3. The consumption of alcoholic beverages on the premises of BCA's auction centres is not permitted.

4. The regulations of the StVO apply on the premises of BCA.

5. Minors are only permitted to enter BCA's premises if accompanied by a parent or guardian.

6. The auction or logistics premises are monitored by camera and/or video for security reasons. By entering the auction site, visitors to the auction or logistics site agree that recordings of their persons may be made and stored and used in compliance with the legal provisions.

7. Parking in BCA's designated customer parking spaces is only permitted at the times specified on BCA's homepage.

The parking of vehicles without a valid licence plate in the customer car park, for example before an auction by the seller or after an auction of purchased vehicles by the buyer, is not permitted.

In the event of an infringement of these parking regulations, BCA is entitled to have the vehicles towed away at a charge.