

GENERAL TERMS AND CONDITIONS FOR CONSIGNORS

of BCA Remarketing Austria GmbH

Version 07/2023

A. GENERAL PROVISIONS

I. Scope of applicability of the General Terms and Conditions for Consignors; subject matter of the agreement

1. BCA Remarketing Austria GmbH (hereinafter referred to as BCA, we or us) is a European full-service provider of commercial auctions for used vehicles (hereinafter also referred to as: the vehicles) and used vehicle accessories (hereinafter also referred to as: the accessories) as well as other thereto-pertaining services. Auctions take place digitally via an online auction marketplace operated by BCA on the internet (referred to as Auctions via the Online Auction Marketplace or BCA Marketplace).

2. These General Terms and Conditions for Consignors (hereinafter referred to as: the GTC) of BCA are exclusively applicable to entrepreneurs within the meaning of § 1 of the Austrian Commercial Code (UGB) or § 1 of the Austrian Consumer Protection Act (KSchG), i.e. to natural persons or legal entities or partnerships with legal capacity for whom or for which the relevant transaction - in this case in particular the sale of vehicles and/or accessories to BCA or the use of services offered by BCA - is part of the operation of their or its undertaking, in the course of which an undertaking is understood as any organisation of independent economic activity set up for the long term, even if it is not aimed at making a profit (legal entities under public law are always deemed to be entrepreneurs).

Only entrepreneurs within the meaning of § 1 of the Austrian Commercial Code (UGB) respectively § 1 of the Austrian Consumer Protection Act (KSchG) with a connection to the automotive industry are permitted to sell vehicles and/or accessories to BCA and to use the range of services offered by BCA in accordance with these GTC (hereinafter referred to as: the Consignor).

3. The subject of the contractual relationship between BCA and the Consignor in accordance with these GTC is the acquisition of used vehicles and/or used accessories by BCA from the Consignor for the purpose of resale in the context of auctions / public auctions and other sales to entrepreneurs by BCA via the BCA marketplace as well as the provision of further related services (e.g. services relating to vehicle preparation, vehicle deregistration, preparation of expert reports, transport, etc.).

4. These GTC are exclusively applicable to our entire business relationship with the Consignor who sell vehicles and/or accessories to us and/or who uses our range of services within the meaning of these GTC, in particular the use of the BCA marketplace. With the registration of the Consignor with BCA, these GTC become an integral part of the agreement and part of the business relationship between us and the Consignor (see below under section A.III. for the registration process), insofar as they have not already been stipulated in another way between BCA and the Consignor (e.g. by written confirmation on a registration form). If our GTC are included in the business relationship with a Consignor then they shall also be applicable to any and all further legal relationships of this business relationship between the Consignor and us, unless expressly stipulated otherwise. Deviating general terms and conditions of the Consignor shall only be applicable if and to the extent that we expressly recognise them; otherwise they shall be rejected. Our silence with regard to such deviating general business terms and conditions shall in particular not be deemed to constitute recognition or consent, not even in the case of future agreements. Our GTC are applicable instead of any General Terms and Conditions of the Consignor, even if, according to the General Terms and Conditions of the Consignor, a legal declaration by us is additionally stipulated as unconditional acceptance of their General Terms and Conditions, or we conclude a sale and purchase agreement with the Consignor after having been informed by the Consignor of

the applicability of their General Terms and Conditions, take possession of a vehicle and/or accessories or provide services to the Consignor, unless we have expressly waived the applicability of our GTC vis-à-vis the Consignor. The exclusion of the General Terms and Conditions of the Consignor shall also be applicable if our GTC contain deviating provisions with regard to points of regulation contained in the General Terms and Conditions of the Consignor.

5. If we concluded framework agreements or other agreements with the Consignor then they shall take precedence. They are supplemented by our GTC where no more specific provisions were agreed.

6. Insofar as claims for damages are mentioned below, this also includes claims for reimbursement of expenses, indemnity claims, claims for compensation of ineffectual expenses (expenses that were not caused by the harmful event itself but have become useless/worthless as a result of it) as well as breaches of confidence (negative contractual interest).

II. Legal status of BCA

The purchase of vehicles and/or accessories from the Consignor as well as the provision of services by BCA to the Consignor shall be carried out by BCA in accordance with these GTC in the name and for the account of BCA.

III. Registration and admission of the Consignor; conditions of use for the use of the range of services offered by BCA

1. A prerequisite for the business relationship of the Consignor with BCA in terms of the consignment of vehicles in accordance with these GTC is that i) a Consignor legally agrees to the applicability of these GTC with us, ii) a Consignor successfully registers for use with us in accordance with the provisions of articles 2 up to and including 8 below, and iii) the Consignor always complies with their obligations regarding sustainability and occupational health and safety in accordance with article 9 below during the business relationship with BCA .

2. Only entrepreneurs within the meaning of § 1 of the Austrian Commercial Code (UGB) or § 1 of the Austrian Consumer Protection Act (KSchG) operating in accordance with Section A.1.2. above shall be admitted as Consignors. The Consignor shall apply and register in writing with BCA prior to the first offer for sale of a vehicle and/or accessories to BCA. Each and every Consignor is required to prove its entrepreneurial status to BCA upon request by submitting the appropriate information and documents.

3. Registration

In order to be able to submit offers for the sale of vehicles and/or accessories to BCA, and in order to be able to use the services of BCA, in particular also the BCA Marketplace, the Consignor must first successfully register with BCA. The Consignor shall not be entitled to acceptance of the registration. The registration is free of charge and takes place by providing the complete data requested by BCA during the registration process. In order to register, the Consignor must - unless registration is carried out differently with consent of BCA - first fill out the registration form of BCA completely and correctly, acknowledge the validity of these GTC vis-à-vis BCA, and provide BCA with the documents required for registration (e.g. via document / data upload). In particular, the submission of the following documents is required for a successful registration by the Consignor:

a) For all Consignors, including Consignors with their registered office within a state of the European Union, the following shall always be required as proof:

- Customer master data sheet, completely and correctly filled in and signed by the owner / managing director
- Copy of the business registration / business authorisation
- In case of merchants / entrepreneurs registered in the commercial register / company register, a current excerpt from the commercial register / company register
- Notification of the valid value added tax identification number(s) (UID number) issued to you

- A possible representation requires the written authorisation of the Consignor

b) For Consignors with their registered office outside the Republic of Austria, the following additional documentary evidence is required:

c) at the request of BCA, certified translations of each of the aforementioned documents in a foreign language into the German national language, e.g. if the documents are not submitted in Latin script

c) For Consignors outside a state of the European Union, the following additional documentary evidence is required:

- Customer master data sheet, completely and correctly filled in and signed by the owner / managing director

- A certificate of business status for the Consignor issued by the relevant tax office

-The date of issue of this certificate must not be older than twelve (12) months

-after this period, an updated certificate must be submitted to BCA (in an unsolicited manner)

- the certificate must contain the following information:

-the address of the competent tax authority

-the full name, registered office, and address of the company

-an indication of the type of business activity

-a reference to VAT liability, tax number

i. At any time during the registration process, BCA has the right to contact the Consignor to verify compliance with applicable legislation and the internal policies of BCA on VAT, legal and/or risk management based on supplementary information provided by the Consignor or additionally required documents. If the Consignor intends to continue the registration in this case then they must first provide BCA with the information required for this. These rights of BCA are also mutatis mutandis applicable after the conclusion of a registration or authorisation.

ii. Completion of the registration

The Consignor receives their authorisation to offer vehicles and/or accessories for sale to BCA and to use the services of BCA upon acceptance of their application by BCA. In case of admission, the Consignor shall subsequently receive a personal BCA customer number.

iii. As soon as the registration has been confirmed by BCA, the Consignor shall receive a personal user account from BCA (hereinafter referred to as: the "Account") as well as the following login details: 1/a "User Name" and 2/a "Password". The account is for the exclusive use of the Consignor. The Consignor can create further user profiles within their account via the BCA Marketplace for the use of their account and name legal entities to BCA as further users who are authorised and empowered by them to use the BCA Marketplace on their behalf and to make legally binding declarations on their behalf (hereinafter referred to as: the "Authorised Users"), in the course of which BCA must be provided with the corresponding authorisations prior to activation (cf. article 3 a. fifth point above). The number of Authorised Users can be limited by BCA. The regulations on access data and the handling of access data and passwords contained in these GTC are correspondingly applicable to the access data for the BCA Marketplace provided individually to the Authorised Users.

The Consignor generates user-specific passwords for the Authorised Users for the use of the BCA Marketplace via their Account. The Consignor or users authorised by the same can change their passwords. A password must not consist of an email or internet address, must not infringe the rights of third parties, and must not offend common decency. The Consignor shall keep the password protected against misuse and loss and shall ensure that Authorised Users keep passwords issued to them in the same way. The Consignor shall be liable for any misuse or loss of passwords in the event of culpable conduct. If, as the occasion arises, an Authorised User for the Consignor contacts BCA immediately, BCA will activate a process so that the password can be reset and changed again. In this case, the account is temporarily blocked and the Authorised User is relieved

of their liability for this period. The burden of proof for not having bid is, in any case, vested in the Consignor.

iv. BCA is entitled to refuse or withdraw approval / registration without stating reasons. Approval / registration shall be refused or withdrawn in particular in the event of

- inaccurate or incomplete data
- abuse of the services of BCA
- infringement of the rights of third parties
- damage to, impairment of the functionality of the services of BCA
- default / non-performance of sale and purchase agreements
- culpable breaches by the Consignor of any of their obligations under the GTC
- failure to submit documents requested by BCA in accordance with the GTC in due time
- application for insolvency proceedings regarding the assets of the Consignor or rejection of insolvency proceedings for lack of assets

The right of BCA to refuse admission or to withdraw admission does not affect the settlement of agreements that have already been concluded between BCA and the Consignor.

v. Proof of commercial activity of the Consignor / obligation to notify a change in bank details

Even after the admission of the Consignor, BCA may at any time, on factual grounds, again request proof of commercial activity or entrepreneurial status or further documents and information from the Consignor in connection with the legal transactions covered by these GTC, insofar as the said documents and information are required for admission as a Consignor, for the conclusion of sale and purchase agreements for vehicles and/or accessories or for the provision of contractual services by BCA or the Consignor. As the occasion arises, the Consignor is required to provide BCA with the requested evidence, documents, and information without delay. The Consignor must notify BCA immediately in writing or in text form of any cancellation of the trade or changes in relation to their trade registration / trade licence. They are required to keep their data registered with BCA up to date, complete and correct and to inform BCA immediately in writing or in text form of any data changes that occur after their registration and of the revocation of any authorisation granted to a third party. In particular, BCA must forthwith be notified in writing or in text form of any change in the account and/or bank details of the Consignor. If BCA is not notified of this kind of change in writing or in text form then BCA shall pay to the account previously designated by the Consignor with debt-discharging effect if BCA is unaware of a change in the account.

vi. Obligations of the Consignor in the area of sustainability and occupational health and safety

1. At their operating respectively productions sites, the Consignor commits to comply with the applicable legal systems and internationally recognised human rights. The Consignor ensures that the production and working conditions that exist there are in line with the ILO Conventions, the UN Global Compact, the OECD Guidelines as well as the United Nations Universal Declaration of Human Rights, and the UN Conventions on the Rights of Children. If different regulations coexist then the Consignor shall apply the regulations that provide the highest level of protection and safety for the employees.
2. If products to be delivered to BCA by the Consignor or if the semi-finished products of the Consignor are manufactured outside the European Economic Area (EEA) then the Consignor shall additionally provide BCA with evidence of a valid social standard certificate (i) for the Consignor themselves as also (ii) for all sites located outside the European Economic Area that are upstream of the Consignor in the supply and production chain, issued by a recognised and independent certification institute - this at least in accordance with the SA 8000 standard or a comparable standard (in particular BSCI or Sedex).
3. The use of child labour, as defined by the ILO and UN Conventions and/or relevant nationally applicable legislation, is not accepted by BCA. The minimum age for the employment of minors to be observed

by the Consignor is 15 years, unless ILO exceptions are applicable. Any and all other relevant regulations for the protection of children and young employees must equally be complied with by the Consignor. Any and all forms of forced labour, slave labour, and prison labour by the Consignor are prohibited. No employee can be forced into employment, either directly or indirectly, by force or coercion.

4. The Consignor shall refrain from discrimination. This includes discrimination based on race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, disability, political affiliation, membership of an employees' organisation or trade union, or other personal characteristics (e.g. skin colour). Moreover, the Consignor shall respect the equal opportunities of their employees.

5. The employees of the Consignor must dispose of a written employment agreement with the Consignor. Minimum content requirements in this respect are: Name, date and place of birth, home address, start date of employment, term of employment agreement, working hours, job description, wages, holiday allowance, conditions of termination, signature of employee and employer. Within the Federal Republic of Germany or if the applicability of German law is agreed in the employment agreement, the Consignor shall comply with the requirements of the German Act on Notification of Conditions Governing an Employment Relationship (NachwG). Within the Republic of Austria or if the applicability of Austrian law is stipulated in the employment agreement, the Consignor shall in particular fulfil or comply with the requirements or record-keeping obligations of the Austrian Employment Agreement Law Harmonisation Act (AVRAG). In the event of contract staffing, the Consignor shall ensure that their relevant contracting party complies with these requirements.

6. The wages of the Consignor must under no circumstances whatsoever fall below the local minimum wages. The relevant social benefits prescribed by law shall be granted. Unlawful and unauthorised deductions from wages, especially in the form of disciplinary measures, are not permitted.

7. The Consignor shall comply with the maximum working hours prescribed by law.

8. The Consignor shall, especially, ensure safe and healthy working conditions. Regular work safety exercises and measures are to be carried out by the Consignor in order to prevent accidents and occupational diseases.

9. The Consignor is prohibited to engage in any physical punishment, threat of violence as well as harassment, intimidation or abuse, in particular in a physical, sexual, psychological or oral form. Disciplinary measures can only be taken in accordance with relevant national legislation and internationally recognised human rights.

10. The Consignor shall guarantee the establishment of effective complaint mechanisms in their business operations and at the facility level throughout the supply and production chain they use for complaints of employees about negative impacts arising from employee work situations. Employees who raise a complaint based on the obligations to be complied with by the Consignor in accordance with this Section A.III. article 9 of these GTC and/or applicable national/international legislation shall not be subject to any form of disciplinary or retaliatory action by the Consignor.

11. The Consignor shall comply with the environmental standards as applicable to the Consignor from time to time and, in addition, in accordance with the principles for sustainable development of the Rio Declaration 1992, the Consignor shall endeavour to continuously reduce and avoid environmental pollution and to continuously improve environmental protection measures.

12. The waste management, handling and disposal of chemicals and other hazardous substances, emissions and waste water treatment of the Consignor shall at least comply with the relevant applicable statutory regulations and standards. The Consignor shall promote environmentally and socially responsible

production and/or management. The is equally applicable to the recycling of waste.

13. The Consignor shall submit a current environmental certificate to us that is at least in accordance with the standard of DIN ISO EN 14001 or a comparable standard - in each case issued by a recognised and independent certification institute - for the Consignor themselves as also for all sites prior to the Consignor in their supply and production chain in respect of the delivery to BCA, insofar as the products to be delivered or their semi-finished products are manufactured outside the EEA.

14. The Consignor is required to carry out appropriate checks on a regular basis throughout their supply and production chain at the production sites in question in order to ensure compliance with their obligations pursuant to Section A.III. article 9 of these GTC

15. BCA only concludes agreements with Consignors who comply with minimum social and environmental standards in accordance with the German Supply Chain Due Diligence Act (LkSG) as well as any and all currently applicable and future Austrian transposition law(s) of EU directives and regulations regarding corporate sustainability reporting, in particular Directive (EU) 2022/2464 of the European Parliament and of the Council of 14 December 2022 amending Regulation (EU) no. 537/2014 and Directives 2004/109/EC 2006/49/EC and 2013/34/EU as regards corporate sustainability reporting. In this respect, the Consignor guarantees to set up a risk management system within the meaning of the German Supply Chain Due Diligence Act and in accordance with the aforementioned Austrian standards, to carry out regular risk analyses, to implement preventive measures in their own business area with regard to direct suppliers, to take remedial measures without delay, if necessary, and to set up a suitable complaints procedure for this purpose and to fulfil the due diligence obligations of the German Supply Chain Due Diligence Act also with regard to indirect suppliers, as well as to duly document the aforementioned measures and to, on demand, provide BCA with evidence of these measures in a suitable form.

16. The Consignor is required to provide BCA, on demand of BCA, with evidence of compliance with their obligations pursuant to Section A.III. article 9 by submitting suitable evidence.

17. In the event of a breach by the Consignor of the obligations pursuant to Section A.III. article 9 of these GTC, the Consignor must forthwith implement suitable remedial measures, document them, and immediately furnish evidence of the same to BCA.

18. If the Consignor culpably breaches an obligation pursuant to paragraphs a) up to and including q) above then the Consignor shall indemnify and compensate BCA in full against and for any and all damages, costs and expenses (in respect of costs and expenses insofar as they are customary, reasonable and substantiated). The defence of contributory negligence (§ 1304 of the Austrian Civil Code) remains unaffected.

19. If the Consignor culpably breaches an obligation pursuant to paragraphs a) up to and including r) above then the Consignor shall be liable to pay BCA a contractual penalty, the amount of which shall be determined by BCA at its reasonable discretion, taking into account the fee of the Consignor for the contractual service and the propensity of the breach of duty to inflict damages. The right of the Consignor to judicial review and reduction of the contractual penalty (§ 1336 Subsection 2 of the Austrian Civil Code) shall remain unaffected. The assertion of further or different rights, in particular regarding reimbursement of expenses and compensation for damages (with complete settlement of the contractual penalty) remains unaffected for BCA. The contractual penalty cannot exceed an amount of €30,000 in an individual case and not exceed €300,000 for any and all potential instances where it falls due.

b. Blocking

BCA has the right to exclude and block the Consignor from using the BCA Marketplace, from the possibility of offering vehicles and/or accessories for sale and from using the services offered by BCA in accordance with these GTC for the period of the existence of the relevant reason (see e.g. above in Section A.III.7). *If BCA is entitled, in accordance with these GTC, to exclude / block the Consignor as intended above then the said right shall also exist as a genuine third-party right (§ 1304 of the Austrian Civil Code) for BCA companies in other countries that concluded a contractual relationship with the Consignor for the same or similar services.*

c. Right of termination

- i. The framework agreement relationship established between BCA and the Consignor in accordance with these GTC has an open term. It can be terminated by BCA and/or by the Consignor in consideration of a notice period of two weeks effective from the end of the month.
- ii. The right of BCA and/or the Consignor to terminate for good cause remains unaffected.
- iii. Termination must be in text form in order to be effective.

d. Changes in the GTC

BCA reserves the right to amend these GTC and the content of the services as well as the services and benefits offered by BCA in the event of objective reasons at its reasonable discretion, i.e. taking the interests of both parties into account. Namely, this is in particular the case: (a) in the event of changes to the relevant legislation or changes to the relevant case law that could not be foreseen at the time of the conclusion of the agreement; (b) as a result of necessary technical changes to the provision of the contractual service that could not be foreseen at the time of the conclusion of the agreement; (c) in the event of an addition to the services offered by the BCA Marketplace; or (d) in the event of unforeseeable changes to third-party services linked to the BCA Marketplace that have an impact on the BCA Marketplace and the services to be provided by us under these GTC. The changes can extend to the content or scope of the service, the possibility of using it and to contractual deadlines, insofar as the Consignor benefits from appropriate compensation for any disadvantages arising from the change and the change is not equivalent to a new agreement in terms of content, or changes the overall character of the services of BCA. The proposed changes shall be notified to the Consignor by email and shall come into force six weeks after receipt of the notification, unless the Consignor objected to a change in whole or in part to BCA in writing or by email within six weeks of receipt of the notification of the change. We specifically draw the attention of the Consignor to this approval effect in the notice of change. Changes do not have retroactive effect on benefits or services used before their entry into force. For this reason, we recommend that the Consignor saves the version of the General Terms and Conditions and other terms and conditions of use that are the subject of the agreement and are made available to them upon registration, because we do not store any personal data for the Consignor. Upon receipt of the notification of change by the Consignor, the Consignor shall have an extraordinary right to terminate the user agreement concluded in accordance with the GTC without notice. If a Consignor objects to the notified changes to the GTC in due time then the previous GTC shall be applicable. The right to terminate in accordance with article A.V. above remains unaffected.

e. Data protection; use of data, images and addresses

- i. Upon the initiation, conclusion, processing and reversal of a user agreement on the basis of these GTC as well as a sale and purchase agreement, BCA processes data of the relevant Consignor as the Seller on the basis of the EU Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG) for the purpose of fulfilling an agreement or for the implementation of pre-contractual measures. The legal basis is article 6 paragraph 1 under b) of the GDPR.

ii. BCA shall not disclose personal data of the Consignor or their employees to third parties unless BCA is legally required to do so, the data subjects have expressly consented to this in advance (article 4 paragraph 11 of the GDPR in conjunction with article 7 of the GDPR) or this demonstrably serves our legitimate interests, and/or the legitimate interests of third parties and/or public interests, e.g. if it serves to clarify misuse of the BCA Marketplace by third parties, a criminal offence or general legal prosecution (legal basis article 6 paragraph 1 under c) and f) of the 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 Austrian Data Protection Act (DSG) are complied with. The personal data that the Consignor or the employees of the Consignor provide to BCA during a transaction (e.g. sale, setting activity, etc.) or by email (e.g. name, contact details) shall only be processed for the implementation and processing of the contractual relationship and correspondence with the Consignor or their employees and only for the purpose for which the data subjects made the data available to BCA. The legal basis is article 6 paragraph 1 under a) and b) of the GDPR.

iii. BCA shall only disclose the data of the Consignor or the employees of the Consignor to the service or forwarding company commissioned with the transport, insofar as this is required for the transport. The legal basis is article 6 paragraph 1 under b) of the GDPR. In order to process payments, BCA forwards the payment data of the Consignor to the credit institution commissioned with the payment. The legal basis is article 6 paragraph 1 under b) of the GDPR. Personal data are only stored for as long as necessary for the purposes for which they are processed (article 5 paragraph under 1 e) of the GDPR). The data provided by the Consignor shall remain stored in their Account until they delete it themselves. Insofar as retention periods under company, commercial and tax legislation must be observed, the duration of the storage of certain data may be up to ten (10) years (in some cases potentially longer).

iv. The Consignor or the employees of the Consignor are entitled to information (article 15 of the GDPR), the right to rectification (article 16 of the GDPR), the right to erasure (article 17 of the GDPR), the right to restriction of processing (article 18 of the GDPR), the right to object (article 21 of the GDPR), and the right to data portability (article 20 of the GDPR). In addition, there is a right of appeal to the competent data protection supervisory authority / data protection authority (article 77 of the GDPR in conjunction with § 24 of the Austrian Data Protection Act (DSG)). In case of questions regarding the processing of the personal data of the data subjects, or in order to assert the rights of the data subjects, the data subjects may contact BCA. Detailed information on how BCA processes data of the Consignor or the employees of the Consignor can be found in our data protection statement at [<https://www.bca.com/de/de/Footer/Privacy-Policy1/>]

v. The data / images provided by BCA cannot be used by the Consignor without consent of BCA.

vi. The Consignor is prohibited from using contact details and addresses as well as other content found on the BCA website for commercial advertising.

f. Fees

If the Consignor makes use of the services of BCA then BCA has a claim against the Consignor for payment of reimbursement (fee) in accordance with the current price list of BCA at the time the services are being used. Any and all fees (e.g. sales fees, fees for vehicle preparation, garage fees, service fees (e.g. for marketing enquiries or vehicle deregistration), transport fees, system and software fees, etc.) for services provided by BCA can be found in the current price list applicable at the time of the agreement regarding the service. This price list is available at all BCA logistics centres and all other locations where BCA purchases and/or sales are held, on the BCA website at: [<https://www.bca.com/de/de/Hauptmenue/Buy-in-Europe/Importlander/Oesterreich/#KaeuferGebuehren>] and can be sent to the Consignor by post as a printout or in text form by email on request. Possible transport costs for vehicles and/or accessories must be distinguished from the fees stated in the price list. These must be requested separately and are to be paid additionally by the Consignor in the event that a transport service is being used.

d) TERMS AND CONDITIONS OF DELIVERY AND PURCHASING

a. Designation and offer of vehicles and/or accessories by the Consignor for purchase; acceptance of offer by BCA

- i. The Consignor is entitled to designate and offer vehicles and/or accessories for possible purchase to BCA in accordance with these GTC. The nature and manner of the offer, the conclusion of sale and purchase agreements, and the conditions applicable to the same are governed by the following provisions. BCA is not required to purchase vehicles and/or accessories designated and offered for sale by the Consignor.
- ii. The object of purchase of sale and purchase agreements between BCA and the Consignor is used vehicles and/or used accessories (hereinafter also referred to as: the object of purchase).
- iii. Insofar as the Consignor submits offers to BCA for the conclusion of sale and purchase agreements for objects of purchase and BCA declares to accept the said offers to the Consignor, this shall in each case exclusively be subject to the reservation set out in article 7 below (condition precedent).
- iv. The designation and offer of vehicles and/or accessories for sale to BCA shall be made by the Consignor - unless stipulated otherwise between the Consignor and BCA - via the electronic communication channel provided by BCA to this end and communicated to the Consignor by BCA for this purpose.
- v. The Consignor is required vis-à-vis BCA to provide BCA with the details of the vehicle and/or accessories listed below under Section B.II. when submitting the offer and to inform BCA of a minimum purchase price ("minimum purchase price") for a vehicle and/or accessories designated by them.

As an alternative to specifying a minimum purchase price, the Consignor also has the option of enquiring with BCA as to what BCA considers to be an appropriate market price for the relevant vehicle and/or accessories within the framework of a marketing enquiry ("marketing enquiry fee") in return for a fee ("market price check"). The market price quoted by BCA is a subjective assessment by BCA and not necessarily identical to an objective market price. In the event of a marketing enquiry, BCA shall be entitled, but not required, to quote the Consignor a purchase price that BCA considers reasonable for the relevant vehicle and/or accessories. If the Consignor agrees with the market price quoted by BCA then this shall be the purchase price of the offers of the Consignor in accordance with articles 1 up to and including 4 above. If the Consignor requested a market price from BCA then they can no longer set a minimum price for their offer that exceeds the market price quoted by BCA, but it is possible to go below the market price quoted by BCA. If the Consignor accepts the market price quoted by BCA then the Consignor shall not incur a marketing enquiry fee. The same applies if BCA does not inform the Consignor of a market price upon request. If the Consignor intends to go below the market price quoted by BCA then the Consignor is required to pay the marketing enquiry fee to BCA.
- vi. By accepting the vehicle and/or accessories and/or their keys and/or vehicle documents designated in accordance with articles 1. and 2. above, BCA accepts an offer for a sale and purchase agreement made by the Consignor regarding the vehicle and/or accessories subject to the condition precedent set out in article 7. below. The purchase price corresponds to the net purchase price realised by BCA within the framework of the auction / public auction conducted by BCA with regard to the object of purchase or the net purchase price realised within the framework of any other sale to a third party as the buyer.
- vii. The conclusion of a sale and purchase agreement between BCA and the Consignor in respect of an object of sale is subject to the condition precedent that an effective sale and purchase agreement is concluded between BCA and a third party as the buyer in the course of the auction / public auction conducted by BCA in respect of the object of sale or in the course of any other sale between BCA and the third party as the buyer at

least at the minimum purchase price.

viii. If, with regard to the purchase of an object of purchase, the condition precedent as intended in article 7 above does not occur because no sale and purchase agreement at the minimum purchase price is concluded between BCA and a third party as the buyer, then no sale and purchase agreement shall be concluded between BCA and the Consignor. As the occasion arises, if a third-party buyer offered BCA a purchase price below the minimum purchase price for the object of purchase then BCA shall be entitled to offer the Consignor the purchase of the object of purchase at a purchase price below the minimum purchase price. If the Consignor intends to accept the offer of BCA then BCA must receive a declaration of acceptance from the Consignor within one (1) BCA business day (for the purpose of these GTC BCA business day is understood as a weekday from Monday to Friday) after receipt of the offer. If BCA does not receive acceptance by the Consignor then no sale and purchase agreement shall be concluded. In the event of a dispute, the Consignor must prove timely receipt of the acceptance. The Consignor shall notify BCA in text form of a person authorised to represent the Consignor who, *inter alia*, is also authorised to declare acceptance of a purchase agreement offer by BCA with a price below the minimum purchase price.

b. Vehicle description

Correctness and completeness of the information:

a) The Consignor shall describe the vehicle and/or accessories designated by them for purchase in an accurate and complete manner. In this respect, they must fully and truthfully state any and all properties and features as well as defects that are considered to be essential for the commercial purchase decision of BCA. To this end, the Consignor shall receive a submission form from BCA in advance, which they must complete with all the data and information provided therein or, if agreed with BCA, they shall have the option of transmitting this information electronically. The vehicle data basically consist of the following information, the correctness and completeness of which are guaranteed by the Consignor:

- Vehicle identification no. (VIN no.)
- Brand and model
- Date of first registration
- Kilometrage
- Number of holders
- Previous use / origin of the vehicle
- Indication re-import yes or no
- Equipment
- Description of condition
- Minimum price
- Information on standard or differential taxation
- Information on NoVa, if NoVA is to be indicated as a percentage
- Information if vehicle with beneficiary use
- Information on previous damages
- Purchase or hire battery
- Information on existing accident damages
- Information on technical, non-obvious defects, including:
 - defective cylinder-head gaskets
 - defective turbocharger
 - gearbox damages

- etc.

- b) The Consignor must provide BCA with detailed and comprehensive information on accident / previous damages and total loss as well as technical defects, in the case of accident damages, by stating the estimated repair costs, if known. If the vehicle is not roadworthy and/or safe to drive then they must expressly note this on the consignment form.
- c) BCA is not required to check the correctness and completeness of the information provided by the Consignor regarding the vehicle and/or accessories. The description and/or photos of the vehicle / accessories of the Consignor must not contain any advertising for other vehicles or other accessories.

c. Vehicles with rental batteries

- i. In the event of vehicles with an electric battery (e.g. electric vehicles), the Consignor is required, unless expressly stipulated otherwise, to check whether this is a rented electric battery (rental battery) and who the owner and lessor of the rental battery is. In the event of the existence of a rental battery, the Consignor shall notify this, as well as the owner and lessor of the rental battery with full company name and address details and ensure that the lessor of the rental battery agrees to the takeover of the rental agreement by the buyer or concludes a rental contract with the latter on the previous terms and conditions.
- ii. If the Consignor culpably breaches any of the obligations set out in article 1 above then the Consignor is required to indemnify BCA against any and all possible claims by the lessor or third parties arising from or in connection with the rental agreement from the time of acquisition of the vehicle. The indemnification also covers any and all usual, reasonable and substantiated expenses of BCA, in particular also in connection with legal enforcement and/or legal defence. § 1304 of the Austrian Civil Code (ABGB) (contributory negligence) remains unaffected. In other respects, as the occasion arises, BCA shall be entitled to withdraw from the sale and purchase agreement without being liable to pay compensation to the Consignor.
- iii. In the context of the purchase of electric vehicles with a rental battery from the Consignor, BCA does not guarantee that a subsequent buyer of BCA shall enter into the existing rental agreement for the rental battery. If BCA withdraws from the sale and purchase agreement with the buyer of an electric vehicle with a rental battery purchased by BCA from the Consignor on account of the fact that the buyer does not conclude the rental agreement with the lessor in accordance with the terms and conditions agreed between the buyer and BCA for the relevant vehicle purchase or on account of the fact that the owner or lessor refuses to do so then the Consignor warrants that BCA may, at the discretion of BCA, (i) conclude the rental agreement itself or (ii) purchase the rental battery for its current value or (iii) enter into the lease with another buyer of BCA in respect of the relevant vehicle.
- iv. In the event of a claim asserted against BCA by the owner or lessor of the rental battery due to a culpable breach by the Consignor of their guarantee obligation pursuant to article 3 above, the Consignor shall be required to indemnify BCA against any and all claims for damages and/or reimbursement of expenses and to compensate BCA in full in connection therewith. The indemnification also covers any and all usual, reasonable and substantiated expenses of BCA, in particular also in connection with legal enforcement and/or legal defence. § 1304 of the Austrian Civil Code (ABGB) (contributory negligence) remains unaffected.

d. Handover of vehicle and vehicle documents and/or accessories; storage of vehicles and/or accessories by BCA

- i. The Consignor shall deliver and hand over the object of purchase including the thereto-pertaining keys no later than twenty (20)

BCA business days after the notification of details to the location of the logistics partner of BCA, namely on a BCA business day between 8:30 and 16:30 o'clock, or to commission transport via BCA.

If the vehicle is to be marketed off site (vehicle remains with the Consignor) - after prior consultation with BCA - then the Consignor must send the vehicle appraisal / condition report with the notification of details accordingly, unless they are commissioned via BCA.

After the sale of the vehicles, the Consignor must deliver and hand over the vehicle to the location of the logistics partner of BCA within ten (10) BCA business days, namely on a BCA business day between 8:30 and 16:30 o'clock, or arrange for transport via BCA to collect the vehicle.

The risk of accidental loss or accidental deterioration of the object of purchase shall be borne by the Consignor until the object of purchase is handed over to BCA, after which the risk of accidental loss or accidental deterioration shall transfer to BCA. It reverts to the Consignor if the latter takes back the object of purchase. If a sale and purchase agreement is not validly concluded between BCA and the Consignor or if it has to be rescinded then the risk of accidental loss or accidental deterioration shall transfer back to the Consignor after handover of the object of purchase.

ii. When selling a vehicle, the Consignor must provide BCA with the vehicle documents and the deregistration certificate or the printout of the online deregistration at the latest before the auction. In the event of vehicles from abroad (all countries outside Austria), the corresponding legally effective foreign registration and deregistration certificates, as well as the COC document in a certified German translation, must be handed over to BCA.

3. BCA can, at its sole discretion, determine where BCA shall store consigned vehicles and/or accessories and vehicle documents after they have been transferred (e.g. on the premises of one of the logistics centres of BCA, at an off-site location, or with a service provider). After consignment of vehicles and/or accessories, BCA is not required in respect of the Consignor to provide storage in covered areas or any protection against natural hazards, accidental loss, theft and/or damage to property.

iii. In the event that a sale and purchase agreement between BCA and the Consignor is not validly concluded (e.g. due to non-occurrence of the condition precedent), the Consignor commits to collect the vehicle and/or accessories consigned to BCA in accordance with article 1 above at the latest by the end of the third (3rd) BCA business day after receipt by the Consignor of a notification from BCA that a sale and purchase agreement has not been concluded and such at their own risk and expense. This implies that the vehicle and/or accessories must be removed from the premises of the logistics partner of BCA (including the customer car park) by the Consignor within the specified period. A safekeeping agreement for the vehicle and/or accessories shall not come into effect in the event of a breach of duty by the Consignor in terms of their obligation to collect the same.

If the Consignor does not comply with their obligation to collect then parking charges may be incurred. At the latest from the third (3rd) BCA business day after receipt of the aforementioned notification by the Consignor, the risk of accidental loss of and/or damage to the vehicle and/or accessories shall in any case again transfer to the Consignor in full.

iv. The Consignor is required to notify BCA in writing or in text form of any visible defects and/or visible missing accessories upon collection of the vehicle within four (4) BCA business days. A complaint that is not made in due time or form excludes any claim for damages or reimbursement of expenses against BCA due to defects of the vehicle and/or accessories concerned. This does not apply insofar as BCA has assumed a guarantee regarding the absence of defects, has caused the defect intentionally or through gross negligence, in the event of mandatory statutory liability, and in the event of liability arising from claims due to injury to body, life or

health.

e. Costs in case of withdrawal of a consignment

BCA is entitled to remove vehicles and/or accessories from an auction if BCA receives notification from the Consignor that the description of the vehicle provided by the Consignor and/or a description of the accessories does not correspond to the actual condition of the vehicle and/or accessories. As the occasion arises, BCA shall charge the Consignor a cancellation fee and a consignment fee, as well as any other costs incurred, such as deregistration, preparation, etc., which the Consignor commissioned BCA to carry out. BCA reserves the right to claim compensation for any damages incurred. BCA is not required vis-à-vis the Consignor to correct the description of the vehicle in the context of an auction.

f. Prohibition of personal and multiple bids

During the period of an auction / public auction, the Consignor is not allowed to place bids themselves or even indirectly through a third party on a vehicle and/or accessories offered for sale to BCA by the Consignor. Furthermore, they are not allowed to offer a vehicle and/or accessories in other sales at the same time. In the event of a culpable breach of the provisions above, BCA shall be entitled to block the Consignor and the Consignor shall be liable to pay compensation for any damages incurred.

g. Purchase price settlement by the Consignor

i. After the occurrence of the condition precedent for the conclusion of the sale and purchase agreement, BCA shall inform the Consignor accordingly. The Consignor shall then issue an invoice to BCA for the object of purchase sold.

ii. The Consignor is prohibited from charging BCA any fees and/or commissions.

iii. After the effective conclusion of a sale and purchase agreement with the Consignor (after the occurrence of the condition precedent), following the auction BCA is required to pay the purchase price within seven (7) BCA business days after receipt of the invoice to the Consignor to the account specified by the Consignor in the country where the Consignor holds their registered office. BCA is entitled to deduct the fees incurred as part of the transfer of the purchase price to the Consignor (credit note procedure).

If the transfer by BCA is to be made abroad then the third-party costs incurred for this (e.g. costs of the credit institution for a foreign transfer) shall be borne by the Consignor. They can also be deducted by BCA as part of the transfer.

iv. In the event that, following a sale, it becomes apparent that the information originally provided by the Consignor with regard to the standard or differential taxation of a vehicle and/or accessories was culpably incorrect, the Consignor shall be required vis-à-vis BCA to reimburse BCA for any financial disadvantages resulting from any deviating tax treatment required vis-à-vis a buyer of BCA. BCA is entitled to deduct the compensation amount to be paid by the Consignor when transferring the purchase price for the vehicle and/or accessories in question.

v. For the purpose of its own interim financing, BCA is entitled to assign any and all objects of purchase consigned to BCA by the Consignor to a BCA lending bank by way of security assignment as collateral for the interim financing by the relevant lending bank, subject to the condition precedent of payment of the relevant purchase price to the Consignor for each object of purchase.

h. Warranty

i. The Consignor warrants cumulatively,

1. that the vehicle is roadworthy and safe to drive within the meaning of the Austrian Road Traffic Act (KFG), the Austrian Road Traffic Regulations (stVO), and the Austrian Vehicle Registration Authority Regulations (ZustV) as well as other relevant statutory regulations, unless they have informed otherwise on the consignment form from BCA;
 2. per vehicle, the correct and complete notification to BCA of the vehicle data as intended in Section B.II.1. above;
 3. per accessory, the correct and complete notification of the data and information provided to BCA in this regard; and
 4. that they are entitled to freely dispose of the offered vehicle and/or accessories and that they are not encumbered with rights of third parties.
- ii. If a third party asserts a claim for damages against BCA on the basis of a delivered vehicle and/or accessories, e.g. on the grounds of infringement of industrial property rights, because the Consignor culpably breached their warranty in accordance with article 1 paragraph a)
- d) then the Consignor shall indemnify BCA against any and all claims by third parties arising from the fact that the Consignor acted in breach of the aforementioned warranty in accordance with article 1 a) paragraph d) above. This also includes the reasonable, proven and customary costs of legal proceedings. § 1304 of the Austrian Civil Code (ABGB) (contributory negligence) remains unaffected.
- iii. Otherwise, the warranty for material defects is excluded. The exclusion of liability for material defects shall not apply to fraudulent intent, wilful misconduct and gross negligence, in cases of mandatory statutory liability and in cases of liability arising from claims for injury to life, limb or health as well as in cases of a merchant's recourse according to § 933b subsection 1 second sentence of the Austrian Civil Code.

i. Compensation for damages in the event of reversal of sale and purchase agreements between BCA and buyers of BCA due to reasons for which the Consignor is responsible

If a sale and purchase agreement between BCA and a buyer of BCA would be rescinded with regard to an object of purchase consigned to BCA by the Consignor in the course of an auction, public auction or other sales event of BCA due to the lack of vehicle documents for which the Consignor is responsible and/or other required documents, if the object of purchase is cancelled due to incorrect information provided by the Consignor or because the object of purchase is not free of third-party rights, then the Consignor shall nevertheless pay BCA the consignment, auction and sales fee in accordance with the applicable price list and shall compensate BCA for any other damages and disadvantages, including BCA's loss of profit. For the remainder, Section B.IV.5 above shall apply.

j. Transport and return transport

The Consignor has the following options for the transport to BCA, or for the return transport of a non-auctioned vehicle and/or accessories:

- i. Commissioning of a transport company:
 1. BCA commissions the transport company:
 - a. If the Consignor opts for transport by a transport company commissioned by BCA then BCA shall conclude a transport agreement with a transport company at the discretion of BCA in its own name and for its own account. In addition, the Consignor shall conclude a transport agreement with BCA in respect of the transport of the vehicle to be consigned. The transport costs are calculated according to the fees stated in the

price list of BCA. Invoicing is carried out by BCA. In the event of transport damages or similar, the Consignor can contact BCA as their contractual partner, subject to the restrictions according to section C. below. In the relationship between BCA and the transport company, the General Austrian Forwarders' Terms and Conditions (AÖSp), which are applicable in the relationship between the Consignor and BCA in the event of recourse between the Consignor and BCA, are applicable accordingly.

- b. The Consignor warrants with regard to the transport of the vehicle by BCA:
 - i. the availability of the vehicle and/or accessories (including, in particular, their free accessibility, readiness to drive (subject to the provisions set forth in paragraph (6) below) and the presence of the vehicle keys)
 - ii. the signature of an authorised representative on the necessary transport documents.
- c. The actual location(s) for the collection of vehicles and/or accessories must be communicated to BCA by the Consignor with the communication of the vehicle data.
- d. BCA or a transport company commissioned by BCA shall notify the Consignor of the collection of vehicles and/or accessories commissioned for transport in good time before they are collected. For this purpose, the Consignor must be appropriately reachable during the usual business hours of the Consignor.
- e. If the vehicle and/or accessories commissioned for transport by the Consignor are not available for transport at the stipulated time of collection and collection is therefore not possible, then the Consignor shall be charged by BCA for an empty journey in accordance with the current price list of BCA valid at the time of the empty journey (see Section A.VIII. above).
- f. Not roadworthy vehicles: When instructing BCA to transport vehicles that are not roadworthy, the Consignor must identify them accordingly by sending the vehicle data to BCA. Vehicles that are not roadworthy fall under the category of special transports and are treated separately during transport, as agreed. If a culpable failure to provide information results in an empty journey then the Consignor shall bear the costs incurred for the said empty journey in accordance with the current price list of BCA valid at the time of the empty journey.
- g. When collecting vehicles commissioned for transport from the Consignor, the maximum loading time, free from additional compensation, for a full load is one (1) hour and fifteen (15) minutes, i.e. 1 to 8 vehicles per transport unit. Accordingly, loading of a single vehicle commissioned for transport, including preparation by the Consignor, can take a maximum of ten (10) minutes. If this time frame is exceeded for reasons caused by the Consignor then BCA shall charge a flat rate per hour or part thereof as shown in the current price list of BCA valid at the time of loading (see Section A.VIII. above). Longer loading times can lead to a delay in transports that have already been ordered and the confirmed collection times may be exceeded.
- h. The transport of vehicles other than those originally commissioned on their collection date (replacement vehicles) can only take place after consultation between BCA and the Consignor. For administrative expenses, BCA shall additionally charge the Consignor an additional flat rate per vehicle as shown in the current price list of BCA valid at the time of the transport (see Section A.VIII. above). As the occasion arises, the order for the vehicle originally reported for collection shall be cancelled and the Consignor must independently rebook this order. BCA shall not be required to transport replacement vehicles without a separate agreement between BCA and the Consignor.
- i. The transport / provision of additional vehicles (in addition to vehicles commissioned for transport or replacement vehicles on a collection date) is only possible if the corresponding capacities are available and an agreement regarding the transport of these additional vehicles was concluded between BCA and the Consignor. In this case, a flat-rate charge per vehicle as shown in the current price list of BCA valid at the time of transport (see Section A.VIII. above) is also to be paid to BCA by the Consignor.

j. The Consignor or their fleet managers cannot intervene independently in the processing of the transport order, but only after consultation with BCA. The fleet managers of the Consignor must be clearly identified vis-à-vis BCA.

k. Cancellation of the transport order is possible (subject to the restriction of the penultimate sentence) free of charge on the same day as the order is placed by the Consignor. In the event of a later cancellation, BCA is entitled to charge a cancellation fee as shown in the current price list of BCA valid at the time of cancellation (see Section A.VIII. above). If, in the event that transport is commissioned, a transport company commissioned by BCA has already scheduled the relevant vehicle for transport at the time of cancellation, then BCA shall be reimbursed by the Consignor for the transport costs incurred by BCA for an empty journey. Cancellations may lead to a delay of already ordered transports and the confirmed collection times may be exceeded.

2. Selection and *commissioning of a transport company by the Consignor:*

If the Consignor decides to select and commission a transport company without commissioning BCA then they shall select a transport company and conclude a transport agreement with the same in their own name and for their own account. In the event of transport damages or similar, the Consignor can only contact the transport company directly as their contractual partner. The terms of transport shall be governed by the relevant agreement between the Consignor and the transport company.

3. The moment to choose the transport method: The transport method is selected by the Consignor when sending the vehicle data to BCA.

ii. Self-collection of the vehicle if not sold:

Necessary documents when collecting the vehicle:

• When collecting the vehicle / accessories, please present:

- Identity card / passport

• In case of collection by third parties:

- Identity card / passport

- Authorisation by the Consignor

e) **Liability**

a. **Liability of BCA**

i. The contractual and statutory liability of BCA for damages and reimbursement of expenses, irrespective of the legal grounds, as well as the liability of the legal representatives and vicarious agents of BCA, is excluded or limited as follows:

1. In the event of a slightly negligent breach of material obligations arising from the contractual relationship, the liability of BCA shall be limited to the amount of the damage foreseeable at the time of conclusion of the agreement and typical for the agreement.

“Material contractual obligations” are those of which the performance characterises the agreement and on which the Consignor may rely.

2. BCA shall not be liable for the slight negligent breach of non-material obligations arising from the contractual obligation and for force majeure (i.e. events preventing performance for which BCA is not responsible with a minimum duration of more than twelve (12) BCA business days). In the event of force majeure, this shall only apply if BCA has informed the Consignor of the event of force majeure immediately after BCA has become aware of it.

- ii. The aforementioned limitation of liability does not apply in cases of mandatory statutory liability (in particular under the Austrian Product Liability Act), if and to the extent that BCA has expressly assumed a guarantee or a procurement risk and for culpably caused bodily injury (injury to life, limb, health), including by representatives and vicarious agents of BCA.
- iii. The Consignor is required to take appropriate measures to avert and mitigate damages. § 1304 of the Austrian Civil Code (ABGB) (contributory negligence) remains unaffected.
- iv. A reversal of the burden of proof is not associated with the aforementioned regulations

b. Liability of Consignor

The Consignor shall be liable in accordance with the statutory provisions.

c. Manufacturer warranties

Existing manufacturer warranties of consigned vehicles are not affected by the sale.

d. Force majeure

If events of force majeure (unforeseeable events lasting longer than fourteen (14) calendar days and that cannot be averted by BCA and that fall beyond the control of BCA) occur then BCA shall inform the Consignor without delay. As the occasion arises, BCA is entitled to postpone the performance for the duration of the impediment or to withdraw from the agreement, either in whole or in part, due to the unfulfilled part of the agreement. This does not apply if BCA expressly accepted a performance guarantee or a procurement risk. In the event of exemption from performance in accordance with the provisions set forth above, BCA shall equally not be liable for damages and/or reimbursement of expenses or penalties due to default. The following is put on par with force majeure: industrial action, lockout, official intervention, energy shortage, epidemics or pandemics, transport bottlenecks or obstacles through no fault of BCA or other impediments, which in each case, when considered objectively, were not culpably caused by BCA and could not have been foreseen.

f) Closing provisions

a. Applicable law; place of performance; place of jurisdiction; contractual language

- i. The contractual relationship, the user agreement concluded in accordance with these GTC, and any and all purchase agreements concluded in accordance with these GTC, and any and all pre-contractual relationships between BCA and the Consignor shall be governed exclusively by the laws of the Republic of Austria with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG) and with the exclusion of the principles on conflicts of laws rules.
- ii. The place of performance and exclusive place of jurisdiction is Vienna, Austria. This shall also apply to persons who do not have a general place of jurisdiction in Austria or persons who have moved their domicile / registered office and usual place of residence outside Austria after conclusion of a purchase agreement or whose domicile / registered office or usual place of residence is not known at the time the action is brought.
- iii. The language of the agreement and auction is German. If documents in other languages are used (e.g. agreements, terms and conditions, commercial correspondence) then they are for non-binding information purposes only. Only the German version of such documents shall be authoritative.

b. Severability clause

If a provision of this agreement is or becomes invalid / null and void or unenforceable, either in whole or in part, then this shall not affect the validity of the remaining provisions of this agreement. The same shall apply if a lacuna in need of supplementation arises after conclusion of the agreement. In place of the invalid / null

and void / unenforceable provision or the loophole that requires supplementation, a valid provision shall be deemed to have been agreed that best approaches the legal and commercial content of the invalid / null and void / unenforceable provision and the overall purpose of the agreement. If the invalidity of a provision is based on a measure of performance or time (period or date) specified therein, the provision shall be reconciled with a legally permissible measure that best approaches the original measure.