

# TERMS AND CONDITIONS for Buyers

at **BCA AUTOAUKTIONEN GmbH**  
Floßhafenstraße 5, 41460 Neuss

## A. General Provisions

### I. Sales Events, Legal Force of the Terms and Conditions

BCA Autoauktionen GmbH (hereinafter called BCA ) is an auction house in which used vehicles and used accessories are bought and sold at auction and other services are rendered in this connection. These terms and conditions (hereinafter called terms and conditions) are applicable for all auctions (hereinafter called "sales"). They apply in particular to the legal relationships between BCA and the buyer, auctions, as well as to all online-auctions and other sales contracts brokered by BCA for vehicles and accessories, bidding rounds, direct sales through fixed price exchanges and sales per telephone and telefax (hereinafter called "sales"). They apply in particular for the legal relationships between BCA and the buyer as well as for the legal relationships between vendors and buyers.

**The buyer recognises the legal force of these terms and conditions on his initial registration at BCA. Furthermore:**

- by the possibility at any time to attain information about the terms and conditions displayed or laid out in the BCA auction centres and all other locations at which BCA auctions are carried out
- or by obtaining information on the BCA website about published terms and conditions available in printed form
- or by sending back an acknowledgement of receipt of these terms and conditions
- or by signing the list of attendees on the day of the auction
- or by logging into the BCA website
- any changes will be brought to the attention of vendors and buyers in the same way

### II. Legal Status of BCA

BCA sells vehicles/accessories as an agent and on its own account. BCA collects the purchase price plus auction fees on its own behalf.

### III. Registration and Authorisation as bidder / buyer

#### 1. In order to utilise BCA services the bidder / buyer must register.

An entitlement to acceptance of the registration application does not exist. The registration application is free of charge and is made by giving complete details about the data requested by BCA.

Only entrepreneurs according to § 14 BGB (German Civil Code) are authorised to participate in all BCA listed sales.

The bidder / buyer has to sign up in writing and register before first attending an auction, hereby he must give evidence of his entrepreneurial status.

The buyer is exclusively entitled to purchase by auction / purchase for his company but not for his private use.

#### a. When buyers are based within a European Union state, the following documents are always required as proof:

- Copy of the business registration
- For entrepreneurs registered in the trade register, a trade register excerpt
- Notification of a valid VAT identification number issued to you
- A possible representative requires a written power of attorney from the buyer

#### b. For companies based outside the Federal Republic of Germany the following proof is in addition required:

- In each case certified translations of the above-mentioned foreign-language documents in the German national language

#### c. For companies based outside a European Union state the following documents are always required as proof:

- A certificate issued by the relevant tax office about his entrepreneurial status
  - the date of issue of this certificate should not be older than twelve (12) months
  - After expiration of this term an up-dated certificate is to be presented to BCA
- The certificate must contain the following details:
  - Address of the relevant tax authority
  - Full name and registered address of the company
  - Details about the type of entrepreneurial activities
  - Information about VAT liability, tax number

#### 2. The bidder / buyer receives his authorisation to participate in auctions from BCA with the acceptance of his registration application and then receives a personal customer number.

#### 3. BCA has the right to refuse and/or withdraw authorisation without giving any reasons.

Authorisation will in particular be refused and/or withdrawn if

- False details are given in the registration
- BCA services are abused
- The rights of third parties are violated
- Damage to, impairment of the functional capability of BCA services
- Default / non-fulfilment of contractual duty to perform
- Legal disputes
- Breaches of the terms and conditions
- Objections to these and/or modified terms and conditions
- Insolvency or conciliation proceedings concerning the buyer's assets or in the case of a rejection of insolvency proceedings due to lack of assets

#### 4. BCA can make another request for evidence of trade activity at any time.

The bidder / buyer shall inform BCA without delay in text format of data changes and a revocation of granted power of attorney which arise after his registration.

#### 5. BCA reserves the right to carry out so-called "open" and "closed" auctions.

Every registered buyer at BCA is admitted to the open auctions, at the closed auction which are for example brand-related only the corresponding brand traders or another group of traders to be selected by BCA is admitted. Buyers have no entitlement to participate in a closed auction.

#### 6. Insofar as a buyer bids with the BCA live-online-system at a physical auction or wants to participate in an online-auction, and BCA has accepted his registration application, he receives a user name and is requested to give a password for the identification of his bids.

This password should not consist of an email or internet address, should not breach the rights of third parties and should not transgress standards of public decency. The buyer is liable for any eventual misuse of the password. The burden of proof lies here with the buyer, mere assertions are insufficient in such cases.

### IV. Blocking

In the presence of one of the reasons given in A. IV. BCA furthermore reserves the right to also block the bidder from other BCA sales – also throughout Europe.

### V. De-registration

The bidder has at all times the right to de-register in text format at BCA with immediate effect.

### VI. Revocation

Insofar as BCA services have not yet been made use of, the bidder can furthermore revoke his registration in text format within two weeks.

### VII. Utilisation of Services

The bidder may only use BCA services in a manner which is in accordance with the intended use. BCA can extend or limit its services at any time.

### VIII. Data Protection / Use of Stored Data

#### 1. BCA is entitled to collect, store, process and use personal data for its own internal purposes.

In doing so, BCA will in particular observe the provisions of the (German) Federal Data Protection Act and the (German) Telemedia Act.

#### 2. BCA is in particular entitled to the data and details for sales

- to use and publish within the scope of the use of BCA services by the bidder / buyer insofar as this is required for the utilisation of these services
- to forward them to the parties of the sales contract insofar as this is required
- to pass on to third parties insofar as this is proven necessary for safeguarding the legitimate interests of third parties or to be in the public interest, e.g. if it serves the clarification of a misuse of the auction house or the general assertion of legal rights
- in other cases after obtaining the approval of the vendor / buyer that it be forwarded
- sales data, i.e. vehicle data, bidding increments and vehicle prices to be used anonymously

#### 3. Should the buyer withdraw his registration, he has the right to the deletion of the personal, stored data, unless BCA still requires these for processing contracts.

#### 4. The data/pictures placed at BCA's disposal may not be used by the buyer without BCA's consent.

#### 5. Buyers are prohibited from using the contact data and addresses as well as other contents which are on BCA's website for commercial advertising.

### IX. Fees

All fees such as sales, auction sales, auction purchases, cancellation, demurrage, export and default processing fees as well as all other fees for further BCA services can be seen in the currently valid price list. These price lists are to be found at all BCA auction centres and all locations where BCA carries out sales, on the BCA website in printable form or can be sent out on request.

This does not apply to possible transport costs. These must be separately requested.

## B. Auction Conditions

### I. Conducting Auctions

#### 1. Physical Auction at an Auction Centre

##### a. When registering for an auction the bidder/buyer receives an auction catalogue and a bidder number with which he can enter his bids at this auction.

The vehicle/accessory coming up for auction can as a rule be viewed in the afternoon of the preceding day, however at the latest on the auction day approx. two (2) hours before the auction begins at the respective auction centre.

##### b. The vendor's details in the auction catalogues and the amendment list do not release the buyer from an inspection of the vehicle / accessory on site. BCA therefore urgently recommends the buyer to take a close look at the vehicle on site. Obviously discernible defects / discrepancies from the auction catalogue or amendment list are classified as approved and do not give him the right of complaint. No claim is made that details about fittings, accessories, mileage and accident damage are accurate and complete and these serve only as an orientation guide.

##### c. The vehicles/accessory parts being auctioned will as a matter of principle be individually called up, presented and auctioned off according to the order of their listing in the auction catalogue. The auctioneer is free to change the order or to auction off different vehicles / accessory parts than those listed in the auction catalogue.

##### d. The specific vehicle data will be shown on the monitors in the auction hall. Deviations in the vehicle description in the auction catalogues will be highlighted in colour on the monitors. The buyers will in addition receive an amendment list at the entrance of the auction hall in which these deviations can be seen. Should the auctioneer determine deviations to the vehicle description in the auction catalogue during the auction, he will make explicit reference to this.

##### e. The prevailing currency for the auction is the Euro. The amount of bid increments is generally € 50, € 100 or € 200 and are defined by the auctioneer.

##### f. Submitting a bid is only valid if it is submitted in keeping with the procedures specified by BCA. BCA reserves the right to revoke bids without giving any reasons. By means of a bid a binding offer for the purchase of the vehicle / accessory is submitted. Should the buyer declare that he did not submit any bid or did not submit an effective bid, he bears the burden of proof for this.

##### g. The buyer's bid will be accepted if the auctioneer receives no higher bid from another buyer and if his bid reaches the minimum price after three calls. The highest bidder however has no entitlement to an acceptance of a bid. Immediately after acceptance of the bid the buyer must show his bidder number which is on the back of the auction catalogue.

##### h. If the highest bid is below the minimum price laid down by the vendor, BCA can accept this bid subject to the approval of the vendor. Should BCA accept such a bid, the auctioneer will clearly state that the acceptance is subject to reservation. In the case of such a conditional sale, the buyer is bound to his bid for a period of two (2) working days after the auction. BCA thereupon informs the vendor about this offer. Should the vendor accept this highest bid, BCA's sales contract will be declared without reservation and the buyer receives the final acceptance of his bid. If acceptance is refused, no sales contract will be concluded with the vendor.

##### i. A sales contract between the vendor and the buyer will come about with the acceptance of the bid. At the same time the vendor's purchase price claim against the buyer is transferred by way of assignment to BCA.

## 2. Participation in a Physical Auction per LiveOnline

The buyer has the possibility of participating in a physical auction by means of BCA's own LiveOnlineSystem. The auction can be followed using this system after correspondingly logging into the internet with user name and personal password. In the event of a complaint, a user of the LoL system will be treated like a participant of a physical auction, compare B.I.1, who was on site in the auction room. The last update of the auction catalogue will be uploaded on the afternoon of the previous day. The amendment list of the most up-to-date auction catalogue will be read out by the auctioneers during the auction. During the auction it is possible to question the auctioneers in writing about the vehicles in the so-called LiveChat on the internet. The auctioneers will answer these questions verbally during the auction.

## 3. Participation in an Online Auction: LiveBid, X-Bid and Buy-Now Auctions

The dates of the online-auctions and bidding rounds will be announced on BCA's website. Every online-auction/bidding round has a specified duration. However, BCA reserves the right to shorten or extend this duration or stop online-auctions/bidding rounds without concluding a sales contract. The buyer is not permitted to submit bids at the same online-auction/bidding round using an additional user access. Should a condition report from a specialist appraisal company be available, this can be accessed on BCA's website. In the case of divergences from the general vehicle description, exclusively the details and data of the condition report are relevant for the contents and scope of the purchase offer. In the comments box of the individual vehicles there will possibly be explicit references made about additional charges, such as for example handling fees. The bids in the online auctions are submitted by corresponding mouse-click on a button or by appointing a bidding agent. Bids which have already been submitted can not subsequently be withdrawn. If the buyer's bid is accepted, he will be shown this by the collection location being displayed.

### a. xBid-Auctions

xBid-auctions are online auctions without an auctioneer. The auctions run for several days. At the end of an xBid-Auction the buyer has once again the opportunity to secure the vehicle of his choice in an approx. 20 second xbid Phase, even if he has previously been outbid. The dates of the online auctions and bidding rounds are announced on the BCA website. In this case there is the opportunity of submitting bids using a bidding agent. Each online auction/bidding round has a fixed duration. However BCA reserves the right to shorten or extend this duration or to discontinue online auctions/bidding rounds without concluding a sales contract. The buyer is not permitted to submit bids at the same online auction/bidding round using an additional user access. Should a condition report from a specialist appraisal company be available, this can be accessed on BCA's website. In the case of divergences from the general vehicle description, the details and data of the condition report are exclusively relevant for the contents and scope of the purchase offer. If the buyer's bid is accepted, he will be shown this by the collection location being displayed.

### b. LiveBid-Stands

LiveBid stands for interactive online auctions with live auctioneers. In this case the auctioneer conducts every LiveBid auction, a bidding agent can also be appointed here. In this case also it is possible to question the auctioneer in writing in the so-called LiveChat in internet about the vehicles.

### c. Buy-Now-Auctions

This is a fixed price auction in which selected vehicles mainly from BCA Premium Partnern, are available for immediate purchase. The range of vehicles constantly changes here. In this case also, in the comments box of the individual vehicles there will possibly be explicit references made about additional charges, such as for example handling fees.

## II. Purchase Price (Hammer Price), Fees and Taxation

### 1. The acceptance of a bid binds the buyer to pay the purchase price immediately and to immediate acceptance of the vehicle/accessory.

- With respect to the purchase prices an auction fee has to be paid as well as any other fees incurred. The purchase price and the fees are to be paid cash-free. In accordance with § 286 Section 2 No. 1 BGB (German Civil Code) default is deemed to have already occurred on receipt of the payment request in the invoice. A further deadline is therefore not required for the occurrence of default.
- Payment can be made as follows:
  - by handing over a cheque in the auction centre
  - by bank transfer / fast bank transfer
  - by financing through a financing or manufacturer bank immediately in the auction centre
- The vendor's title to the auctioned vehicle/accessory is only transferred to the buyer after complete, irrevocable receipt of the purchase price on BCA's account.
- BCA carries out invoicing and collection for the vendor.

### 2. Buyers from the Federal Republic of Germany

- Purchase Price for Vehicles with Standard Tax**

The purchase price corresponds with the highest bid and includes – insofar as nothing else has been specified explicitly in the sales description of the relevant vehicle/accessory – the applicable VAT in the Federal Republic of Germany (so-called gross hammer price) at the statutory rate. Statutory VAT is not included in the auction fee and other fees.
- Purchase Price for Vehicles with Differential Tax**

Insofar as a sale is subject to differential tax according to § 25a of the VAT Act, the VAT on the accepted price and the auction fee cannot be specified.

### 3. Buyers from EU states outside the Federal Republic of Germany

- BCA is obliged to demand that the buyer present the documents listed in the following as proof of the prompt shipment to another EU state outside the Federal Republic of Germany:
  - Every buyer is obliged to send the received export declaration received by email fully filled in to BCA before receipt of the release statement for the collection of the vehicle bought at auction, as well as to transfer the total amount quoted in the invoice (net vehicle value, fees and VAT security amounting to 19 %) to BCA. After that the buyer will receive a release statement for the vehicle bought at auction. After the vehicle has been taken to another EU state outside the Federal Republic of Germany the following documents must be sent to BCA:
    - In the case of collection by customer:
      - Copy of the registration papers for the vehicle in the buyer's respective recipient country
      - or CMR documents,
      - as well as presenting the ID card of the person assigned for the collection.
    - When being collected by a haulage company, the CMR documents or the letter of consignment.

### b. Purchase Price for Vehicle with Differential Tax

Insofar as a sale is subject to differential tax according to § 25a of the VAT Act, the VAT on the accepted price and the auction fee cannot be specified. After receipt and checking the documents for completeness and correctness, BCA will promptly reimburse the VAT security amounting to 19 %, which is listed on the invoice at purchase. If the buyer does not give sufficient proof of export to the corresponding recipient country within three (3) months, BCA must assume that the vehicle was not taken to another EU country and will issue an invoice including VAT instead of the inter-community supply and pay the VAT to the German Tax Office.

### 4. Buyers from Non-EU States (third countries)

Buyers from Non-EU states (third countries) must pay a security deposit to the amount of the respective VAT rate valid in the Federal Republic of Germany to BCA on the purchase price of the vehicle/accessory. This security deposit will be reimbursed to the buyer without delay as soon as it has been proved without a doubt that the vehicle/accessory purchased at the standard VAT rate required by VAT legislation has left the EU states. On receipt of the form, the security deposit will immediately be reimbursed to the buyer.

The claim for payout of the security deposit can only be assigned to BCA upon approval of the vendor. If no adequate proof of export to the corresponding recipient country has been given by the buyer within three (3) months, 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.

### 5. In the case of a sale of vehicles abroad, BCA charges an export fee and any banking fees incurred by foreign bank transfer which the buyer must pay.

### 6. Insofar as the buyer buys several vehicles/accessory parts on one auction day, BCA reserves the right to grant release of these for collection only after payment has been rendered in full for all the vehicles / accessory parts bought by him at auction on this auction day.

## III. Acceptance of the Vehicle/Accessory

### 1. The buyer undertakes to collect a vehicle/accessory which has been bought at auction from BCA premises (including customer car park) within three (3) working days after invoicing.

For a period of three (3) working days after issue of invoice BCA does not charge any demurrage for a vehicle on BCA premises (including customer car park). A safekeeping contract is on no account issued for the vehicle.

### 2. Reporting of Complaints by Buyer

- Upon handover the buyer is obliged to examine the vehicle carefully for recognisable and value decreasing defects as well as missing accessories which do not correspond with the vehicle description in the auction, and record these in the handover certificate. If the buyer has commissioned a haulage company to collect the vehicle, this also applies to the haulage company. Complaints about non visible defects on the vehicle as well as false statements in the vehicle documents are to be made within 24 hours of receipt in each case. Complaints about defects which are made later as well as those made verbally or per telephone cannot be taken into account. BCA will examine the complaints about defects which are submitted in writing and inform the buyer and/or the vendor about the result of the examination of the complaint in writing. Also in the case of a rectification of the defect by the buyer no claims from § 437 BGB (German Civil Code) exist. A complaint about a defect does not release the buyer from his duty of paying the complete purchase price, in particular not if the retained purchase price is disproportionate in relation to the defects and the estimated cost of rectification (in particular correction of faults). In the case of a complaint, the buyer is also obliged to remove the vehicle from BCA premises.

- Should compulsory enforcement measures be taken against the buyer at a point in time at which although he is holder but not yet owner of the auctioned vehicle/accessory, the buyer must inform the creditors enforcing such measures about the vendor's retention of title and to inform BCA without delay about the compulsory enforcement measures implemented. Should the buyer neglect to inform about the vendor's retention of title, he shall be liable to the vendor and BCA in addition to the purchase price for each further damage resulting from this.

### 3. Should the buyer not collect the vehicle within three (3) working days after invoicing, BCA will charge demurrage and/or have the vehicle towed away or recovered at the expense of the buyer.

The amount of such demurrage can be seen in the currently valid BCA price list. The buyer is entitled to prove that no damages were incurred to this amount for BCA. Concerning this, the burden of proof is on the buyer, mere assertions are insufficient here.

### 4. Should the vehicle papers or parts thereof not be handed over when the vehicle is handed over, BCA will send these to the buyer by mail.

BCA bears the cost of forwarding, the buyer bears the risk. On written request, and at the expense of the buyer, forwarding by courier service can be carried out. Should vehicle documents or parts thereof be lost and a claim's notification procedure or the like become necessary, the buyer must reimburse BCA for the costs incurred.

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

### 6. The risk of accidental loss or accidental deterioration is borne by the vendor until hand over of the vehicle to the bidder/buyer, thereafter the risk of accidental loss or accidental deterioration is transferred to the buyer.

BCA does not bear this risk at any time, see above B.II..

### 7. If an already concluded sales contract has to be rescinded, the risk of accidental loss or accidental deterioration after transfer of the vehicle to BCA again goes to the vendor.

## IV. Legal Consequences on Default of Payment of the Purchase Price and/or Non-Acceptance of the Vehicle

### 1. In the event that the buyer does not pay the purchase price, the buyer, as a general rule, will receive a payment reminder with a written deadline, although a reminder establishing default is superfluous in accordance with B.II.1.

In the case of non-payment BCA is entitled to withdraw from the sales contract and demand compensation for non-fulfilment.

In this case the invoice from BCA to the buyer amounting to the purchase price will be cancelled. The entry fee and buyer fees will not however be cancelled as BCA has rendered its services to the buyer.

In addition, within the scope of the compensation claim, BCA is entitled to charge compensation for demurrage amounting to 5.- Euros for each demurrage day per vehicle up until the new auction. Furthermore, BCA can charge the buyer a new entry fee per auction.

### 2. In the event that the buyer refuses to accept the vehicle, the buyer will receive a formal request setting a deadline for the collection of the vehicle.

Should the buyer still not have collected the vehicle after the deadline has expired, BCA is entitled in this case also to withdraw from the sales contract and demand compensation for non-fulfilment, see No. 1.

### 3. Under the provisions of No. 1 and 2 BCA is entitled to sell the vehicle/accessory again in an auction.

If the purchase price previously realized is not again achieved in the new auction, BCA can put the vehicle/accessory into a further auction which is suitable for the vehicle. BCA is also entitled to offer the vehicle to the bidder of the bid which is closest to the purchase price in the auction in which the vehicle was auctioned off, for this lower bid.

In doing so, a loss in proceeds in terms of the purchase price owed by the first buyer can arise. BCA is entitled to assert this claim from the buyer.

If additional proceeds are achieved at a new auction, the buyer has no claim to payment of the achieved additional proceeds, BCA is entitled to this due to its increased administration and processing expenditure.

### 4. BCA has the right to block the buyer in cases No. 1 and 2 from further BCA auctions.

If a buyer still wants to participate in BCA auctions after he has not paid for a vehicle, BCA can grant eligibility again if the buyer pays BCA the accrued claim for damages. The decision about this shall be at the discretion of BCA.

## V. Transport

The buyer has the following transport possibilities for collecting the vehicle from BCA:

### 1. Commissioning a haulage company:

- BCA commissions the haulage company. The transport contract is concluded between BCA and the buyer, invoicing is carried out by BCA. In the case of transit damage or similar the buyer can approach BCA as his contractual partner. In the relationship BCA and haulage company the haulage conditions of the haulage company apply in the case of recourse between the buyer and BCA.

- b. Arranging a haulage company through BCA and invoicing by the haulage company to the buyer:  
In the case of damage in transit or similar the buyer can contact the haulage company as his contractual partner directly. In this case also the haulage conditions of the haulage company apply.
- c. The buyer commissions a haulage company himself
- 2. Collection by the Customer**
- a. This is only possible for buyers in the Federal Republic of Germany.
- b. Insofar as the vehicle is at a BCA location the transfer of the vehicle and/or accessories can be carried out on working days (with the exception of Saturdays) between 8.30 a.m. and 5 p.m. in the respective Auction centre of BCA Autoauktionen GmbH. Should the vehicle be at another location, this will already have been correspondingly noted in the auction catalogue. BCA will inform the buyer after the auction about the exact address and possible collection times after the auction.
- c. Documents which are necessary for collecting the vehicle:
- When collecting the vehicle/accessory yourself, the following must be shown:
    - Purchase list/invoice
    - ID-card/passport
  - When being collected by third parties:
    - Copy of the purchase list/invoice,
    - ID-card/passport
    - Power of attorney from the buyer

## C. Liability for Material Defects

- I. **Liability for material defects is excluded. Vehicles and accessories will come under the hammer in the state in which they are at the point of time of the acceptance of the bid.**
- II. **The exclusion of liability for material defects does not apply in the case of bad faith and for damage based on injury to life, body or health, which are based on a negligent breach of duty by BCA or an intentional or negligent breach of duty by a vicarious agent of BCA / the vendor.**  
This furthermore does not apply to other damage caused by grossly negligent breach of duty by BCA or by an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of BCA.
- III. **BCA is not the owner of the vehicle/accessory part and is not able to guarantee a certain quality or characteristics of the vehicle / accessory.**  
Likewise BCA is not able to guarantee the accuracy and completeness of the details given by the vendor. This applies in particular for details about a certain condition or characteristic of the vehicle / accessory and its fittings. The vendor shall be solely liable bearing in mind the agreed exclusion of liability for material defects. Vehicles / accessories will not be subjected to road worthiness testing by BCA.
- IV. **Complaints up to a de minimus limit amounting to 300.-- € are excluded.**  
In the case of a justified claim for damages this amount will be deducted.
- V. **All defects in vehicles with a mileage of more than 250,000 kilometres will in the case of justified claims only be compensated to the amount of the maximum current replacement value of the vehicle.**
- VI. **If the vehicle is collected "on your own initiative" and driven for more than 100 km, the claims based on technical defects on the vehicle will be excluded.**
- VII. **A complaint from the buyer about the sending of vehicle documents is excluded when there is a note in the auction catalogue about the missing vehicle documents on the day of the auction.**
- VIII. **The buyer is forbidden/not allowed to contact the previous owner of the vehicle in order, for example, in the case of a complaint to obtain further details about the vehicle.**  
This should solely remain a matter for the contractual parties, the privacy of the previous owner should be protected.

## D. Liability

- I. **Liability when Utilising BCA Services**
1. **BCA does not accept liability for damage which buyers or third parties sustain in connection with utilisation of BCA services, in particular not for damage resulting from issued bids not being taken into account or not arriving on time at BCA due to technical defects.**  
The same applies to damage which is sustained due to vehicles/accessories not being described or not being described accurately (e.g. temporary failure of monitors in the auction rooms). Insofar as maintenance work and updates or similar are required, BCA reserves the right to put a temporary out-of-order setting on its website and its system.
2. **BCA is liable to buyers only for intent and gross negligence as well as for breach of cardinal duties in accordance with § 307 Section 2 No. 2 BGB (German Civil Code).**  
Further liability is excluded. This exclusion does not apply to damage which is based on the injury of life, body or health which are based on a negligent breach of duty by BCA or an intentional or negligent breach of duty of a legal representative or vicarious agent of BCA.
- II. **Liability of User**  
Participants and visitors at a BCA sales event are liable for damage which they culpably cause on the premises of BCA Autoauktionen GmbH.
- III. **Manufacturer's Warranty**  
Existing manufacturer's warranties will not be affected by the sales.

## E. Final Provisions

- I. **Place of Fulfilment / Court of Jurisdiction**  
The present terms and conditions are subject to German law.  
Place of fulfilment and exclusive court of jurisdiction is Neuss. This also applies for persons who do not have a general court of jurisdiction in Germany, or for persons who have moved their place of residence / registered office and habitual place of residence outside Germany since concluding a sales contract or whose place of residence /registered office and habitual place of residence is unknown at the point in time at which legal proceedings are instigated. The United Nations agreement about the international purchase of goods (UN sales law /CISG and the provisions of private international law) do not apply. The contractual and auction language is German. If documents in other languages are used (e.g. contracts, terms and conditions, business correspondence), these only serve as information.

The German version will be applicable.

### II. Severability Clause

Should one of the afore-mentioned clauses be invalid, this shall not affect the validity of these conditions in their entirety. The invalid clause shall be replaced with a provision that comes closest to the original meaning and economic purpose of the invalid clause.

### III. Rules of the House

1. BCA is entitled to refuse persons access to the auction centres or from participating in auctions without giving any reasons.
2. Trading with third parties on BCA premises is not permitted. In the event of a violation BCA is entitled to withdraw the authorisation of the person and/or companies concerned.
3. The consumption of alcoholic beverages on the premises of the BCA auction centres is not permitted.
4. The rules of the road traffic act apply on BCA premises.
5. Minors are only permitted to access BCA premises when accompanied by a parent or legal guardian.
6. As a matter of principle parking in the marked BCA customer parking spaces is only permitted on weekdays from 7.30 a.m. until 6 p.m.  
The parking of vehicles which do not have valid license plates in the customer car park, for example by the vendor before an auction or by the buyer of purchased vehicles after an auction, is not permitted.  
In the event of a violation of these parking regulations BCA is entitled to have the vehicles towed away at the owner's expense.

Status: May 2017

[www.bca-europe.de](http://www.bca-europe.de)

