

# GENERAL TERMS AND CONDITIONS FOR BUYERS

## of BCA AUTOAUKTIONEN GmbH in business transactions with entrepreneurs

### A. GENERAL PROVISIONS

#### I. Scope of applicability of the General Terms and Conditions for Buyers

1. BCA Autoauktionen GmbH (hereinafter referred to as BCA, we or us) is a European full-service provider of commercial auctions / public sales (hereinafter referred to as: the 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 and/or physically at auction centers (auctions via the online auction marketplace and/or auction centers of BCA hereinafter each individually or collectively referred to as: the BCA Marketplace).
2. These General Terms and Conditions for Buyers (hereinafter referred to as: the GTC) of BCA are exclusively applicable to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), i.e. to natural persons who or legal entities or partnerships with legal capacity that, when concluding legal transactions, in this case in particular when acquiring goods or services, act in the course of the performance of their commercial or independent professional activity. Only entrepreneurs operating as car dealers and other entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) with a connection to the automotive industry who intend to acquire and acquire used vehicles and/or used accessories using the BCA Marketplace not for the purpose of their own end use, but only for the purpose of commercial resale or hire to third parties or for conversion, processing or transfer to subcontractors (hereinafter referred to as: the Marketplace Users) are permitted to use the range of services offered by BCA in accordance with these GTC. For the purpose of these GTC, Marketplace Users are hereinafter also referred to as Bidders or Buyers.
3. These GTC are exclusively applicable to our entire business relationship with Marketplace Users who make use of our range of services within the meaning of these GTC, in particular i) insofar as they participate as Bidders in our auctions, bidding rounds, direct sales through fixed price exchanges and in the case of sales by telephone or in other sales campaigns / offers of BCA and/or acquire vehicles and/ or accessories from us as Buyers, ii) for the use of the BCA Marketplace, iii) for any information and/or any advice from/by us. With the registration of the Marketplace User with BCA, these GTC become an integral part of the agreement and part of the business relationship between us and the Marketplace User (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 Marketplace User (e.g. by written confirmation on a registration form). If our GTC are included in the business relationship with a Marketplace User then they shall also be applicable to any and all further legal relationships of this business relationship between the Marketplace User and us, unless expressly stipulated otherwise. Deviating general terms and conditions of the Marketplace User shall only be applicable if and to the extent that we expressly recognize 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 shall be applicable in lieu of any general business terms and conditions of the Marketplace User, in particular the General Terms and Conditions of Purchase (GTCP) of the Marketplace User, even if the General Terms and Conditions or GTCP of the Marketplace User additionally provide for a legal transaction declaration by us as unconditional acceptance of the GTCP or we deliver after the Marketplace User has pointed out the applicability of its General Terms and Conditions of Purchase, unless we have expressly waived the applicability of our GTCP vis-à-vis the Marketplace User. The exclusion of the General Terms and Conditions of the Marketplace User 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 Marketplace User.
4. If we concluded framework agreements or other agreements with Marketplace Users then they shall take precedence. They are supplemented by our GTC where no more specific provisions were agreed.
5. Insofar as claims for damages are mentioned below, this also refers to claims for reimbursement of expenses within the meaning of § 284 of the German Civil Code (BGB).

#### II. Legal status of BCA

BCA offers Marketplace Users in its own name and for its own account in accordance with these GTC in relation to used vehicles and/or used accessories i) as a Bidder, for a fee in the event of success, auction services including the use of the BCA Marketplace (the opportunity to participate in auctions, bidding rounds, direct sales through fixed price exchanges and sales by telephone or other sales campaigns/offers by BCA), and ii) as a Buyer, the opportunity to purchase used vehicles and used accessories.

#### III. Registration and admission of the Marketplace User as a Bidder / Buyer; conditions of use for the use of the range of services offered by BCA

1. The prerequisite for the use of the range of services offered by BCA by Marketplace Users as Bidders / Buyers in accordance with these GTC is that a Marketplace User fulfils the personal prerequisites for use in accordance with article 2 below, that they legally agree on the validity of these GTC with us and that they successfully register with us for use in accordance with articles 3 to 8 below.

##### 2. Personal conditions of use

Only entrepreneurs operating as car dealers within the meaning of section A.I.2. above and other entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) with a connection to the automotive industry who have proof of SBI codes 45.1, 45.2, 45.3, 45.4, 49.3, 49.4, 77.1 and 77.3 are permitted to use the range of services offered by BCA in accordance with these GTC.

##### 3. Registration

In order to be able to use the services of BCA, and in particular the BCA Marketplace, the Marketplace User must first successfully register with BCA. The Marketplace User 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 Marketplace User must 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 Marketplace User:

##### a. in the event of Marketplace User with their registered office within a state of the European Union, the following shall always be required as proof:

- aa. Customer master data sheet completely and correctly filled in and signed by the owner / managing director
- bb. copy of the business registration
- cc. for merchants registered in the commercial register, an extract from the commercial register
- dd. Notification of the valid turnover identification number issued to you
- ee. a possible representation requires the written authorization of the Marketplace User

##### b. For Marketplace Users with their registered office outside the Federal Republic of Germany, the following are additionally required for registration:

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 Marketplace Users with their registered office outside a state of the European Union, the following are always additionally required for registration:

- aa. Customer master data sheet completely and correctly filled in and signed by the owner / managing director
- bb. a certificate of business status for the Marketplace User 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
- cc. the certificate must contain the following information:
  - a. the address of the competent tax authority
  - b. the full name, registered office, and address of the company

- c. an indication of the type of business activity
- d. a reference to VAT liability, tax number

4. **During the registration process, BCA has the right to contact the Marketplace User** 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 Marketplace User or additionally required documents. If the Marketplace User intends to continue the registration in this case then they must first provide BCA with the information required for this.

#### 5. Completion of the registration

The registration is successful if the Marketplace User is contacted by a BCA employee within one (1) BCA working day (BCA working day within the meaning of these GTC are the weekdays Monday to Friday) after their registration and the registration is subsequently declared valid and confirmed by BCA.

6. Even after registration, BCA can again request proof of commercial activity or further documents in connection with the legal transactions covered by these GTC from the Marketplace User at any time, insofar as these documents are required for the registration process or the provision of contractual services by BCA or the Marketplace User. As the occasion arises, the Marketplace User is required to provide BCA with the requested documents without delay. The Marketplace User must notify BCA immediately in writing or in text form of any cancellation of the trade or changes in relation to their trade registration. 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 authorization granted to a third party.

7. As soon as the registration has been confirmed by BCA, the Marketplace User shall receive a personal user account from BCA (hereinafter referred to as: the "Account") as well as the following login details: "user name" and "password". The Account is for the exclusive use of the Marketplace User. The Marketplace User 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 authorized 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 "Authorized Users"). The number of Authorized 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 Authorized Users. The Marketplace User generates user-specific passwords for the Authorized Users for the use of the BCA Marketplace via their Account. The Marketplace User or users authorized 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 Marketplace User shall keep the password protected against misuse and loss and shall ensure that Authorized Users keep passwords issued to them in the same way. The Marketplace User shall be liable for any misuse or loss of passwords in the event of culpable conduct. If, as the occasion arises, an Authorized User for the Marketplace User 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 Authorized User is relieved of their liability for this period. The burden of proof for not having bid is vested in the Marketplace User.

8. The online use of the range of services offered by BCA by Marketplace Users in accordance with these GTC requires, in addition to the fulfilment of the aforementioned conditions of use and registration, that the Marketplace User in each case has the necessary and suitable technical means (e.g. computer, Internet access, email address) for online access to the BCA Marketplace via the Internet. Within the scope of the range of services under these GTC, we provide the Marketplace User with the BCA Marketplace online only in accordance with these GTC with the availability listed conclusively below:

- a. By making use of the first service, we commit to ensure online access to the BCA Marketplace with an average annual availability of 95%. However, online availability at all times is not guaranteed. In particular, necessary maintenance work, compelling security reasons (such as shut-down in the event of hacker attacks) as well as events outside our control (e.g. disruptions of public communication networks, power failures, failures of sub-node computers or similar events) may lead to disruptions or to the temporary cessation of our services and the online accessibility of the BCA Marketplace even below the average availability of 95% on average, without this constituting a contractual breach of duty on our part, insofar as we have not culpably caused such a breach of duty. Online access to the BCA Marketplace and its availability for the Marketplace User also depends, in particular on the Marketplace User's own technical equipment as well as on data transmission on the Internet by third parties.
- b. We provide our services exclusively on the basis of the technical status of the BCA Marketplace at the time of agreement of these GTC and the technical status of the BCA Marketplace and the Internet existing at that time and at the time of the specific use of services and the relevant, legal and commercial framework conditions for its use within the Federal Republic of Germany.
- c. We may temporarily restrict or discontinue online access to the BCA Marketplace at any time, restricting the availability that is generally owed, if and to the extent that this is absolutely necessary with regard to the security or integrity of our servers or in order to carry out mandatory technical measures to maintain the contractual performance, also with regard to other Marketplace Users. The restriction of online access to the BCA Marketplace may be required in particular to protect against attacks from the Internet (e.g. in the case of so-called „denial of service“ attacks) and is permissible in this case, even if this reduces the annual average availability in accordance with the above. We draw attention to the fact that we secure our systems against unauthorized access by third parties to the data stored by us exclusively with the security systems available to us in each case and that absolute protection against attacks by third parties is not possible according to the current state of the art and is not guaranteed by us.
- d. Our liability is excluded insofar as the BCA Marketplace is not available online for the Marketplace User for reasons originating from the sphere of the Marketplace User.

#### IV. Blocking

1. BCA is entitled to terminate the Marketplace User in the event of an objective reason (e.g. misuse of the services of BCA, infringement of the rights of third parties in the context of the use of the services of BCA, damage, impairment of the functionality of the services of BCA, default / non-fulfilment of contractual service obligations in accordance with these GTC, culpable breaches by the Marketplace User of one of their obligations under the GTC, failure to submit documents requested by BCA in accordance with the GTC in due time, inaccurate or incomplete data, proven or suspected fraud with regard to documents or identity, or any other unlawful conduct towards BCA, contacting previous owners) as well as in the event of default in the fulfilment of monetary claims by BCA against the Marketplace User in accordance with article 2 below, to exclude the Marketplace User from using the services offered by BCA in accordance with these GTC for the duration of the existence of the relevant reason and to block the Marketplace User from using the BCA Marketplace (including their account). If BCA is entitled in accordance with these GTC to exclude the Marketplace User from using the services offered by BCA in accordance with these GTC and to block the use of the BCA Marketplace then the said right shall also exist as a genuine agreement in favour of third parties (§ 328 of the German Civil Code (BGB)) for BCA companies in other countries that have concluded a contractual relationship for the same or similar services with the Marketplace User. The Marketplace User shall be notified by BCA of the exclusion or blocking and the reason for it.

2. If BCA has claims against the Marketplace User for the payment of remuneration (fees; see section A.VIII. below) that in total exceed the amount of €300.00 and that are unpaid and due for more than twenty (20) BCA working days then BCA is also entitled to exclude the relevant Marketplace User from using the services offered by BCA in accordance with these GTC and to block the Marketplace User from using the BCA Marketplace.

3. If a Marketplace User requests the unblocking of their Account then they must first pay BCA per case an unblocking fee in addition to the outstanding claims in accordance with article 2 above. As soon as the Marketplace User has paid the said unblocking fee, BCA shall subsequently issue the Marketplace User after the receipt of payment with a corresponding invoice for the unblocking fee. The amount of the unblocking fee is regulated in the current BCA price list (see also section A.VIII below). The price list valid at the time of unblocking is authoritative.

The Marketplace User cannot derive any claim to unblocking from the simple payment of the unblocking fee without prior consultation with BCA. BCA is entitled furthermore, at its discretion, to have a Marketplace User blocked. As the occasion arises, no unblocking fee shall be charged; any unblocking fee paid by the Marketplace User without prior consultation with BCA shall be refunded by BCA without delay.

#### V. Right of termination

- 1. The user agreement in accordance with these GTC has an open-ended term. It can be terminated by BCA and/or by the Marketplace User in consideration of a notice period of two weeks effective from the end of the month.
- 2. The right of BCA and/or the Marketplace User to terminate for good cause remains unaffected.
- 3. Termination must be in text form in order to be effective.

#### VI. Use of the services

- 1. Marketplace Users can only use the services of BCA in accordance with these GTC and the relevant service offers in the intended manner.
- 2. 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 (§ 315 (1) of the German Civil Code (BGB)), i.e. taking the interests of both parties into account. Namely, this

is 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 Marketplace User 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 Marketplace Users by email and shall come into force six weeks after receipt of the notification, unless a Marketplace User 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 Marketplace User 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 Marketplace User 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 Marketplace User. Upon receipt of the notification of change by the Marketplace User, the Marketplace User shall have an extraordinary right to terminate the user agreement concluded in accordance with the GTC without notice. If a Marketplace User 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 section A.V. above remains unaffected.

## VII. Data protection

1. Upon the initiation, conclusion, processing and reversal of a user agreement on the basis of these GTC as well as a purchase agreement, BCA processes data of the relevant Marketplace User on the basis of the EU Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG) 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.
2. BCA shall not disclose personal data of the Marketplace User 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 BDSG are complied with. The personal data that the Marketplace User or the employees of the Marketplace User provide to BCA during a transaction (e.g. purchase, auction 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 Marketplace User 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.
3. BCA shall only disclose the data of the Marketplace User or the employees of the Marketplace User to the service or forwarding company commissioned with the delivery, insofar as this is required for the delivery. 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 Marketplace User 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 1 e) of the GDPR). The data provided by the Marketplace User shall remain stored in their Account until they delete it themselves. Insofar as retention periods under commercial and tax legislation must be observed, the duration of the storage of certain data may be up to ten (10) years.
4. The Marketplace User or the employees of the Marketplace User - the latter, however, only limited to the personal data concerning them - 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 authority (article 77 of the GDPR in conjunction with § 19 of the BDSG). 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 Marketplace User or the employees of the Marketplace User can be found in our data protection statement at [www.bca.com/de/de/Footer/Privacy-Policy1/](http://www.bca.com/de/de/Footer/Privacy-Policy1/).

## VIII. Buyer's fee; other fees; price list of BCA

1. BCA shall have a claim against the Marketplace User as buyer for remuneration (fee) for the use of the BCA Marketplace and/or participation in auctions, but only insofar as, as a result of the participation of the Marketplace User or one of their Authorized Users in an auction, in a bidding round, in a direct sale through a fixed-price exchange or in another sales promotion/offer by BCA, a purchase agreement for a used vehicle and/or used accessories is concluded between BCA as the seller and the Marketplace User as the buyer ("Buyer's Fee"). The Buyer's Fee is payable per purchase and is calculated on the basis of the purchase price of the vehicle and/or accessories purchased by the Marketplace User. The amount of the Buyer's Fee is shown in the price list of BCA in effect at the time of purchase.
2. In addition to purchase price payment claims and the aforementioned Buyer's Fee in connection with sales of vehicles and/or accessories, BCA shall have additional claims against the Marketplace User for the payment of further remuneration (fees) for the provision of services / services agreed with the Marketplace User by BCA vis-à-vis the Marketplace User in connection with auctions or sales of vehicles and/or accessories. The additional fees to be paid by Marketplace Users to BCA in accordance with these GTC in addition to the purchase price for a vehicle or accessories and in addition to the aforementioned Buyer's Fee for the provision of services by BCA are set out in the price list of BCA applicable at the time of the agreement of the service by the Marketplace User. This price list is available at all BCA auction centers and all other locations where BCA sales are held, on the BCA website at: <https://www.bca.com/Templates/Global/Pages/LayoutPage.aspx?id=10950&epslanguage=en> and can be sent to the Marketplace User by post as a printout or in text form by email on request. To be distinguished from the fees stated in the price list of BCA are possible transport costs for the transport of vehicles and/or accessories acquired by Marketplace Users as Buyers, which are to be paid additionally in the event that the transport service is used.

## B. AUCTION CONDITIONS AND TERMS OF SALE

### I. Performance of auctions/ Performance Liability

1. BCA reserves the right to conduct so-called "open" and "closed" auctions. Any Marketplace User registered with BCA is eligible to bid in the open auctions. Only Marketplace Users who have previously been separately admitted by BCA may participate as Bidders in closed auctions (which, in terms of brand, only concern corresponding brand dealers or another group of Marketplace Users to be determined by BCA). Marketplace Users are not entitled to participate as a Bidder in a closed auction without prior, separate approval by BCA.
2. The following information on the used vehicle is provided before each and every auction - in German and in English:

Description of the used vehicle:

- (1) Brand
- (2) Model
- (3) Initial registration
- (4) Kilometrage (+/- 50 km)
- (5) Transmission type (automatic / manual)
- (6) Fuel / Energy Type (Petrol / Diesel / Electric / Alternative Energy)
- (7) Colour
- (8) Number of seats (as recorded at check-in, may differ from vehicle documents)
- (9) Number of doors
- (10) Previous use of the vehicle
- (11) Type of taxation of the vehicle: standard or differential taxation
- (12) Purchase or hire battery
- (13) Presence or absence of the vehicle documents during the auction
- (14) Reimport
- (15) Number of previous owners

- List of vehicle accessories, included, if possible: Details of previous damage, COC document
- set of photos of the vehicle (minimum four photos)
- if available at BCA, a photo of the last page of the service booklet
- if available at BCA, a photo of the spare key. If no duplicate key is available then this is indicated in the comment field
- Condition report with regard to the interior and exterior, with photos of the visible damage to the vehicle, damage is, insofar as known to BCA, included in the damage catalogue of BCA, which is made available to Bidders by BCA on demand and free of charge on a permanent data carrier.
- An image of the vehicle documents shall not be provided by BCA prior to an auction.

3. The vehicles and/or accessories to be auctioned shall in principle be called, presented and auctioned individually in the order in which they are listed in the auction catalogue. There are no package sales of vehicles in the open auctions. However, BCA shall be free to change the order or to auction vehicles and/or accessories other than those included in the auction catalogue.
4. The applicable currency for the auctions is the euro. The amount of the bid increments is usually €50.00, €100.00 or €200.00, in the course of which the bid increments are determined by BCA.
5. The submission of a bid by a Marketplace User as a Bidder is only valid if it is submitted in compliance with the procedure specified by BCA for the relevant auction. Upon receipt of the Bidder's bid by BCA, the Bidder shall make a binding offer to BCA to purchase the vehicle and/or accessories covered by the bid. BCA reserves the right to reject bids without stating reasons in the event of an objective reason (e.g. non-compliance with the auction conditions, objective indications of fraudulent action). If a Bidder declares that they have not submitted a bid or have not submitted a valid bid then they shall bear the burden of proof for this.
6. If the highest bid is below the minimum purchase price set by BCA for a vehicle and/or accessories then BCA can provisionally accept this bid subject to final acceptance. If BCA provisionally accepts this kind of bid then BCA shall expressly notify the Bidder that the acceptance is only conditional and provisional. In the event of this kind of conditional purchase, the Bidder shall be bound by their bid for a period of one (1) BCA working day after receipt by the Bidder of the conditional acceptance notice from BCA. The purchase agreement for the relevant auctioned vehicle and/or accessories shall be concluded at the bid price if BCA confirms acceptance to the Bidder within the aforementioned period. If no confirmation is received from BCA then no purchase agreement is concluded with the Bidder.
7. BCA reserves the right to remove individual vehicles and/or accessories from an ongoing auction, even if bids have been placed for them. Bidders cannot assert any claims as a result of this.
8. Important information about the vehicle and/or accessories shall be provided by BCA for the auction in both German and English. If, due to objectively justified circumstances discernible to BCA, there is a risk that such information has not been understood correctly by the Bidders participating in an auction then the vehicle and/or accessories shall be removed from the auction by BCA and shall not be auctioned (see also article 7 above). The vehicle and/or accessories shall then be offered again at a later date in another auction.

## II. Various auction formats

### 1. Participation in an online auction on the BCA Marketplace, e.g.: LiveBid, xBid and Buy-Now auctions

The dates of the online auctions and bidding rounds conducted on the BCA Marketplace are announced on the BCA website. Each online auction / bidding round has a fixed term. However, BCA reserves the right to shorten or extend this term or to cancel online auctions / bidding rounds without concluding a purchase agreement for objective reasons (e.g. failure to reach a minimum bid, indications of fraudulent conduct). The Marketplace User as Bidder is not permitted to place bids in the same online auction / bidding round by several Authorized Users or by using a second account. If a condition report from a surveyor's office is available for a vehicle and/or accessories that are the subject of an auction then it can be accessed on the BCA website. In the event of deviations from the general vehicle description, only the information and data in the condition report shall be authoritative for the content and scope of the purchase offer. In the comment fields of the individual vehicles or accessories, express reference is made to any further charges that may be incurred. Bids in the online auctions can be submitted to BCA by Bidders via the BCA Marketplace by clicking on a button provided online on the BCA Marketplace for the submission of bids or by using a bidding agent. The risk of receipt of a transmitted Bid by BCAs shall be borne by the Bidder. Bids that have already been submitted cannot subsequently be withdrawn. If the Bidder is successful then this shall be indicated to them at the end of the auction, together with the location where the item is to be collected.

#### a. xBid auctions

xBid auctions are purely online auctions, without an auctioneer moderating the auction. The auctions run over several days. At the end of an xBid auction, the Bidder has another chance to place a new bid in an xBid phase of approximately 20 seconds, even if they were previously outbid. The dates of the online auctions and bidding rounds shall be announced on the BCA website. Here there is the possibility of bidding by means of a bidding agent.

#### b. LiveBid auctions

LiveBid stands for interactive online auctions with live auctioneers from BCA, which are conducted on the BCA Marketplace. Here, an auctioneer conducts each LiveBid auction; a bidding agent can also be used here by the bidder. In LiveBid auctions, it is possible to ask the auctioneers about the vehicles in text form - in German and in English - during the auction in the so-called LiveChat on the Internet. The risk of access to BCA for enquiries from Bidders participating in the auction shall be borne by the relevant enquiring Bidder.

#### c. Buy-Now auctions

This is a fixed-price auction conducted on the BCA Marketplace where a Bidder is offered selected used vehicles and/or accessories from BCA for immediate purchase in accordance with the relevant terms and conditions of the offer. The range of vehicles here changes constantly. Here, too, the comment fields of the individual vehicles or accessories shall expressly indicate any further fees that may be incurred.

### 2. Physical auction at an auction center

a. When registering for an auction, the Marketplace User as Bidder receives an auction catalogue - in German and in English - and a bidder number under which they can place their bids in this auction. As a rule, the vehicle and/or accessories to be auctioned can be inspected at the relevant auction center on the day before the auction in the afternoon, but in exceptional cases at the latest on the day of the auction approximately two (2) hours before the auction begins.

b. The information on the vehicle and/or accessories contained in the auction catalogues and the amendment lists shall not release the Bidder from the possibility of inspecting any defects by means of an on-site inspection of the vehicle and/or accessories. BCA therefore strongly recommends that the Bidder takes a close look at the vehicle on site. Obviously recognizable defects / deviations from the auction catalogue or the list of changes do not entitle the Buyer to claim a defect, as the vehicles and/or accessories are sold under exclusion of the warranty for material defects. Details of equipment, accessories and accident damage cannot give rise to any claim to correctness and completeness and are intended only as a guide.

c. The specific vehicle data according to section B.I.2. shall be displayed on the monitors in the auction halls - in German and in English. Deviations from the vehicle description in the auction catalogues are highlighted in color on the monitors. In addition, the Bidders shall receive a list of changes at the entrance to the auction hall indicating these deviations. If during the auction the auctioneer finds deviations from the vehicle description in the auction catalogue, then they shall expressly point these out - also in German and in English.

d. The award shall be made to the Bidder - subject to the provision on conditional sale in Section B.I.6. above. - if, after three calls, the auctioneer has cumulatively not received and been notified of a higher bid from another Bidder and if their bid reaches the minimum purchase price. However, the highest Bidder shall not be entitled to the award of the bid (acceptance of their bid). Immediately after the bid has been accepted, the Bidder must show the auctioneer of BCA their bidder number, which can be found on the back of the auction catalogue.

### 3. Participation in a physical auction via LiveOnline

Marketplace Users have the opportunity to participate as Bidders in the physical auction via the LiveOnlineSystem (LoL) of BCA. The auction can be followed by the Bidder or an Authorized User after logging on to the internet with a user name and personal password. If a Bidder uses the LoL system, they must be treated in the same way as a participant in a physical auction who is present on site in the hall in the event of a defect in the LoL system (cf. Section B.II.2.). This is because even in the case of LiveOnline, used vehicles and/or accessories are only sold under exclusion of warranty, in the course of which Bidders - as in the case of the physical auction - have the opportunity to inspect the vehicles and/or accessories on site before the auction.

The last update of the auction catalogue is uploaded

on the internet in the afternoon of the day before the auction. The change lists to the current auction catalogue are read out during the auction by the auctioneers of BCA.

During the auction it is possible to ask the auctioneers about the vehicles and/or accessories in text form in the so-called LiveChat on the internet. The auctioneers shall answer these questions orally during the auction - in German and in English. The risk of access to BCA for enquiries from Bidders participating in the auction shall be borne by the relevant enquiring Bidder.

### 4. Auctions of accident vehicles ("accident vehicle auctions")

Reference is expressly made to the following provisions regarding accident vehicle auctions:

a. BCA offers the opportunity to participate in accident vehicle auctions at the BCA Marketplace. The objects of accident vehicle auctions are exclusively accident vehicles, i.e. vehicles that were damaged due to an external event, in the course of which the damages do not only manifest themselves in damage to the paintwork ("accident vehicles").

b. The extent of the specific damages to the relevant accident vehicle is neither known to BCA nor does BCA have the possibility of inspecting the accident vehicle to assert the completeness and correctness of the findings contained in the expert appraisal, with the exception of the information contained in the vehicle-specific expert appraisal - as this can be accessed by the Bidder within the framework of the accident vehicle auction. Bidders in an accident vehicle auction should therefore accept that the accident vehicle covered by their bid also has or may also have further damages that exceed the information in the expert appraisal, up to a commercial or technical total loss, and that the restoration of the accident vehicle may therefore be commercially meaningless or impossible. The specific possibility of the existence of the said damages is hereby expressly brought to the attention of the Bidder.

The obligation of the Bidder in the event of a purchase by auction to comply with and fulfil applicable statutory provisions on the transfer and disposal of accident vehicles (e.g. in accordance with the End-of-Life Vehicles

Ordinance) shall not be affected by this.

c. After an accident vehicle has been purchased by auction, the Bidder shall inform BCA of the existence of applicable statutory provisions on the transfer and disposal of accident vehicles, insofar as applicable to a vehicle purchased by auction, and provide BCA, without being requested to do so, with documentary evidence of the existence of the statutory requirements for the transfer to the same.

d. The aforementioned provisions set forth in article B.I.9. (Performance liability of BCA in the event of the provision of expert appraisals or other vehicle-related documents and/or data of third parties) are applicable.

#### 5. Performance debt; conclusion of purchase agreements; purchase price, fees and taxation

• Within the framework of the business relationship with the Marketplace User as Buyer, BCA does not assume any warranty in the legal sense and/or a procurement risk, the latter also not in the case of the delivery of generic goods, unless expressly stipulated otherwise. BCA is only required to deliver to the Buyer from its own stock (stock debt).

• The object of purchase of purchase agreements between BCA and Buyers is exclusively used vehicles and/or used accessories (hereinafter also referred to as: the object of purchase in each case) with the exclusion of liability for material defects.

• With the acceptance of the bid (declaration of acceptance by BCA vis-à-vis the Buyer) - subject to the aforementioned provision in Section B.I.6. and subject to the occurrence of the following condition precedent - a purchase agreement is concluded between BCA as Seller and the relevant Buyer for the relevant vehicle or accessories subject to auction at the stipulated purchase price (highest bid of the Buyer at the time of acceptance of the bid).

The conclusion of a purchase agreement shall in each case be subject to the condition precedent (§ 158 Subsection 1 of the German Civil Code (BGB)) that an effective purchase agreement between BCA and the previous owner of the vehicle and/or accessories concerning the vehicle / accessory in question is concluded at the latest upon acceptance of the bid and that, in connection therewith, ownership thereof is transferred from the previous owner to BCA.

a. The acceptance of the highest bid requires the Buyer to immediately pay the purchase price and to immediately take delivery (pick up) of the purchased vehicle and/or accessories (= time of performance). In addition to the purchase price, the Buyer shall in the same period pay BCA the fees payable by the Buyer in connection with the purchase of the vehicle or accessories in accordance with these General Terms and Conditions and the Auction Conditions, as well as any other fees payable in accordance with these General Terms and Conditions and the Auction Conditions. BCA shall send the Buyer a corresponding invoice for the purchase price and fees to be paid.

The sales price and the fees are to be paid by the buyer to BCA in a cashless manner. For this purpose, BCA will send the buyer an electronic invoice by e-mail to the e-mail address provided by the buyer during registration. The buyer is obliged to cooperate in examining each invoice received in relation to the purchase transaction for any inaccuracies and/or any conspicuous features that indicate manipulation by third parties.

In particular, the Buyer must check whether the BCA account number (XYZ123) listed on the invoices received corresponds to any BCA account number previously given to him by BCA in the business relationship with BCA. The buyer must inform BCA immediately in writing or in text form of any anomalies or inaccuracies.

If the account number of BCA stated in an invoice does not match an account number of BCA previously named by BCA in the business relationship with BCA, the buyer is obliged to inform BCA of this in writing or text form before payment.

The buyer also undertakes, at the time of receipt of the invoice from BCA and thereafter, to maintain state-of-the-art equipment in his business operations which excludes any subsequent modification of the BCA invoice received or its replacement by third parties.

According to § 286 para. 2 no. 1 BGB, default already occurs upon receipt of the demand for payment contained in the invoice. A further deadline is therefore not necessary for the default to occur.

b. Payment shall be made no later than within two (2) BCA working days after the award and can be made as follows:

- by bank transfer/ express bank transfer
- by financing through a financing or manufacturer bank immediately at the auction center.

c. The Marketplace User must transfer payment from a bank account located on the country where his company is registered. A transfer from another country is only possible if the buyer Market Place User provides BCA with a corresponding proof from the bank, where he is identified as the owner of the bank account.

d. The title of BCA to the auctioned vehicle / accessories shall only be transferred to the Buyer after full irrevocable receipt of the purchase price plus the fees incurred in connection with the purchase (without deductions) on the account of BCA (reservation of title by BCA).

e. In the event of a sale of vehicles and/or accessories abroad, the Buyer shall additionally owe BCA an export fee in accordance with the applicable price lists of BCA. If the Buyer pays a purchase price and/or fees to BCA by foreign bank transfer then any and all costs incurred in connection with the foreign bank transfer by the Buyer (e.g. bank charges) shall be borne in full by the Buyer.

f. Insofar as the Marketplace User as Buyer auctions several vehicles and/or accessories on one auction day, BCA reserves the right to grant the release for collection only after full payment of all vehicles and/or accessories auctioned by the Buyer on this auction day.

g. After the initial purchase of a vehicle or accessories, BCA shall contact the Buyer and provide comprehensive after-sales service by telephone and endeavour to ensure that the purchased vehicle or accessories are quickly available for collection or delivery.

h. The Buyer shall refrain from contacting the previous owner of the object of purchase in relation to the object of purchase, unless there is good cause for making contact. Good cause shall exist if the Buyer's interests in making contact override the interests of BCA in the isolated execution of the purchase agreement relationships (previous owner-BCA or BCA-Buyer). This is, for example, the case if there are objective indications, proven by the Buyer, that BCA has made misstatements about the object of purchase or alternatively the previous owner has installed special accessories on the object of purchase, concerning the use thereof the Buyer can obtain the necessary information only by making contact with the previous owner. BCA shall owe the Buyer information about the previous owner only where there is good cause, which is to be proven by the Buyer.

#### 6. Taxation of sales of used vehicles and/or accessories

a. for buyers from the Federal Republic of Germany

(1) Purchase price for regularly taxed vehicles

Unless expressly specified otherwise in the sales description for the vehicle/accessory in question, the purchase price includes the sales tax applicable in the Federal Republic of Germany (so-called gross surcharge price) at the applicable statutory rate. The statutory value added tax is included in the Buyer's Fee and the other fees incurred.

(2) Purchase price for vehicles subject to differential taxation

Insofar as the sale is subject to differential taxation in accordance with § 25a of the German Value Added Tax Act, the value added tax on the purchase price and on the other fees incurred cannot be stated.

b. for Buyers from other Member States of the European Union

Insofar as the sale is subject to differential taxation in accordance with § 25a of the German Value Added Tax Act, the value added tax on the purchase price and other fees incurred cannot be stated.

c. for Buyers from non-EU countries (third countries)

Buyers from non-EU countries (third countries) must pay BCA a security deposit on the purchase price of the vehicle and/or accessories invoiced to them by BCA as well as on all fees in the amount of the applicable VAT rate in the Federal Republic of Germany (hereinafter referred to as: the "security deposit"). The said security deposit shall be refunded to the Buyer without undue delay as soon as it is proven beyond doubt that the vehicle and/or accessories purchased and taxed in accordance with VAT legislation have left the Community territory of the EU Member States.

Upon receipt of the customs form with valid EUR1 number and customs stamp, the security deposit shall be refunded to the Buyer in up to five (5) BCA working days. If no sufficient proof is provided by the Buyer within three (3) months for the export to the relevant recipient country then BCA must assume that the vehicle and/or accessories were not taken to a non-EU Member State (third country) and shall issue an invoice including VAT and pay the VAT to the German tax office.

## 7. Legal consequences of non-payment of the purchase price / fees; withdrawal and/or non- acceptance of the vehicle

### • Non-payment of the purchase price / fees due

a. In the event that the Buyer does not pay BCA the payable purchase price and/or the invoiced fees then the Buyer shall receive a payment reminder from BCA in writing or text form setting a time limit four (4) BCA working days after BCA has issued the invoice, even if a reminder justifying the default is dispensable in accordance with section B.III.4.

b. BCA is entitled to any and all statutory rights in the event of payment default. BCA shall give notice of withdrawal from the purchase agreement to the Buyer in the event of non-payment of the purchase price owed by the Buyer and/or the fees charged to the Buyer seven (7) BCA working days after the occurrence of the default. The Buyer shall also be blocked by BCA from using the BCA Marketplace in the event of non-payment of the purchase price owed by the Buyer and/or the fees charged to the Buyer on the seventh (7th) BCA working day following the occurrence of the default. In the event of a continuing delay in payment, BCA shall be entitled to withdraw from the purchase agreement on the tenth (10th) BCA working day after the occurrence of the default, insofar as no complete settlement of the claim has taken place by that time. The right of BCA to withdraw is independent of the announcement of the same to the Buyer.

c. In the event of withdrawal by BCA, BCA shall be entitled to charge the Buyer the Buyer's Fee (to which BCA is entitled upon conclusion of the purchase agreement in accordance with section A.VIII.1) or compensation for the Buyer's Fee in accordance with the statutory provisions.

d. Furthermore, in the event of withdrawal by BCA, BCA shall be entitled to charge the Buyer a lump-sum compensation for any reduced proceeds in the event of a new sale of the vehicle. The amount of the said lump-sum for damages is determined in the current price list of BCA (see also section A.VIII.).

### • Non-acceptance of the vehicle / accessories by the Buyer

In the event that the Buyer does not accept the vehicle and/or accessories, the Buyer shall receive a demand letter from BCA setting a time limit for the collection of the vehicle and/or accessories. If the Buyer has not collected the vehicle and/or accessories after the culpable expiry of the time limit then BCA shall also be entitled, as the occasion arises, to withdraw from the purchase agreement and to demand the Buyer's Fee or compensation for lost value as well as damages in lieu of performance. Failure to collect the vehicle and/or accessories within fifteen (15) BCA working days of the conclusion of the purchase agreement shall also be deemed to be non-acceptance - unless collection of the vehicle and/or accessories is excluded on the basis of a separate agreement between BCA and the Buyer and/or these GTC - without, as the occasion arises, the aforementioned time limit having to be set by BCA prior to withdrawal. Exceptions exist for accident vehicles / not roadworthy vehicles (see section B.VI.2.b)(2)).

### • Contractual right of withdrawal of the Buyer from the purchase agreement

A Buyer shall have a contractual right to withdraw from the purchase agreement ("cancellation") exclusively under the following conditions and subject to the following proviso:

a. If a Buyer contacts BCA within one (1) BCA working day of the acceptance of the bid and declares that they do not want to purchase the vehicle for which they were awarded the bid then the relevant purchase shall be cancelled.  
The prerequisite for this is that the buyer pays a cancellation fee in advance, i.e. before the cancellation. The amount of the said cancellation fee is specified in the applicable price list of BCA (see there "Cancellation fee purchase agreement").

As the occasion arises, the Buyer's Fee or compensation for value and the lump sum for damages pursuant to section B.IV.1.c) and d) above shall not apply. This contractual right of withdrawal is limited to one (1) vehicle per Buyer within one calendar year.

b. If the Buyer purchased several vehicles at the same time then the cancellation under subparagraph a) above shall apply only to the first of the purchased vehicles (in the order of their appearance at the auction(s)).

After that, there is no further possibility of cancelling a purchase in the same calendar year, unless there is a statutory right of withdrawal. **In the event that the Buyer requests more than two cancellations of purchases as a gesture of goodwill in one calendar year, the Buyer's Account shall be automatically blocked by BCA (see section A.IV. as well regarding blocking).**

c. In the case of sales to Buyers with their registered office in the Federal Republic of Germany, the Buyer can cancel the purchase agreement immediately if BCA does not send them the vehicle documents for the vehicle they purchased within thirty (30) BCA working days of receipt of payment by BCA. In the case of sales to Buyers with their registered office outside the Federal Republic of Germany, the Buyer can cancel the purchase agreement if BCA does not send the vehicle documents for the vehicle they purchased to the Buyer within fifteen (15) BCA working days of receipt of the signed and stamped CMR by BCA. When sending documents, BCA shall owe only the dispatch of the documents with a qualified postal transport company. Receipt is not owed. The Buyer can furthermore, if the vehicle documents sent are not received, cancel the respective purchase agreement immediately after expiry of the above-mentioned periods, unless the Buyer agrees upon the receipt of duplicate documents with BCA. In the event of a cancellation, BCA shall bear the transport costs incurred by the Buyer and substantiated by the Buyer. Costs above and beyond this shall not be covered. A cancellation fee shall not be incurred in such cases.

d. Furthermore, the Buyer shall have a right to cancel a purchase immediately if:

- the vehicle identification number (VIN) of the vehicle purchased through an auction is not consistent with the VIN stated in the official vehicle documents; and/or
- BCA is unable, due to conflicting third-party rights, to procure for the Buyer ownership of the vehicle and/or accessories purchased in the auction (excluded from this are hired batteries); and/or the vehicle, despite other announcement in the auction, i) turns out to be a total loss as proven by the Buyer and/or ii) is not roadworthy and/or iii) the year of initial registration is different and/or iv) the brand, model description or fuel type of drive is different and/or v) the specified kilometrage is proven by the Buyer to differ by more than 2,000 kilometers compared with the actual kilometers travelled; and/or
- BCA has based the purchase on an incorrect type of taxation with regard to the value added tax.

**If the Buyer does not exercise the Buyer's right of cancellation in the cases stated in this subparagraph e) and requests instead compensation in money, BCA can reach an amicable settlement about this with the Buyer if and insofar as there is no exclusion for a complaint claim according to these GTC. Compensation above the amount of the purchase price shall be excluded. Compensation shall likewise be excluded if the Buyer is entitled to warranty rights according to section B.IX.**

e. In the event of a justified cancellation by the Buyer according to this section C.IV.3., BCA and the Buyer shall make best efforts to make the cancellation as quickly as possible and as inexpensive for BCA as possible. If possible, return transport shall be made at all times by BCA or a third party commissioned by BCA. Costs of the return transport shall be borne by BCA. In the context of the cancellation, reimbursement for improvements and/or repairs, to which BCA has not expressly consented, shall be excluded. Reimbursements by reason of a justified cancellation shall be made by BCA only if and after BCA has received the vehicle and/or accessories, as well as the vehicle documents provided to the Buyer, back from the Buyer (obligation to perform in advance).

f. If BCA is unable to deliver a vehicle due to force majeure then the Buyer can withdraw from the purchase agreement concluded with BCA in respect of the vehicle in question. The declaration is only effective if it is sent to BCA by registered post with confirmation of receipt and is received by BCA. As the occasion arises, BCA commits to refund the purchase price paid by the Buyer plus the fees incurred. Beyond this, the Buyer shall not be entitled to claim damages and/or reimbursement of expenses.

g. Without prejudice to the aforementioned cancellation rights, Buyers with their registered office outside the Federal Republic of Germany may immediately cancel a purchase if the vehicle purchased by the Buyer i) was designated/described as not suitable/destined for export („NOT FOR EXPORT“) prior to the auction, and in addition cumulatively ii) the vehicle is to be sold and/or registered by the Buyer in the Buyer's country of residence notwithstanding the notice given prior to the auction and the Buyer proves without undue delay after receipt of the vehicle that the vehicle purchased is not eligible for registration in its country of residence. In this case, a refund of transport costs paid by the buyer is excluded. Costs for a return transport shall be borne by BCA.

h. Beyond the possibilities mentioned above in sub-paragraphs a) to h), there is no further contractual right of the Buyer to withdraw from purchase agreements concluded with BCA.

## 8. Use of commercial photos (photo package)

- The photo package is only available on a vehicle-by-vehicle basis for those photos that were created directly by BCA and/or with AOS technology (AutosOnShow).
- The photo package consists of several electronic files containing photos of the vehicle and/or accessories, which can only be accessed and downloaded by the Buyer. These photos contain four external advertising images of the vehicle and/or accessories with a neutral background (no BCA logo).
- The photo package is made available to the Buyer after the purchase of the vehicle and can be downloaded for a maximum period of three months from the date of purchase of the vehicle and/or accessories. After this period, the data of the photo package is no longer available.
- Right to use the contents of the photo package: Even if the photos from the photo package can be downloaded by the Buyer, the content of the photo package is and remains the exclusive property of BCA. BCA reserves the right to add wording and/or watermarks to the photographs to indicate the said proprietorship. BCA grants the Buyer the limited right to use the content of the photo package on a medium of their choice (website or third-party website, internal catalogue, etc.) for resale to their customers. Any other use is prohibited without the prior express consent of BCA. The right to sub-license is excluded.
- The Buyer is entitled to download and store the contents of the photo package under their sole and exclusive responsibility.

## 9. Transport and collection of the vehicle

### • BEFORE collection or transport of the vehicle - all countries -

#### a. Fully paid purchase price

Unless stipulated otherwise, the transport / collection of the purchased vehicle can only be carried out by the Buyer after invoicing and full payment of the purchase price, including payment of any and all fees owed by the Buyer, as well as after a declaration of release by BCA from the BCA auction centre (including customer car park) specified in the auction conditions of BCA or agreed between BCA and the Buyer or from the off-site location (= external storage location of a logistics partner of BCA) specified or stipulated therein.

#### b. Collection authorisation and, if applicable, security deposit

Before receiving the release declaration for the collection of the auctioned vehicle, each and every Buyer is required to complete and return the collection authorisation sent to them by email to BCA, as also to transfer the purchase price together with any and all fees incurred and -if applicable- a security deposit in the amount of the statutory value added tax to BCA, and, if given, to exercise the right of choice for the transport of the vehicle.

Thereafter, the Buyer shall receive a release declaration for the auctioned vehicle from BCA and can have the vehicle collected or - subject to the following provisions - collect it themselves, if necessary.

#### c. Notification of collection twenty-four (24) hours in advance

The collection of the vehicles - transport or self-collection - must be notified twenty-four (24) hours in advance on BCA working days to the relevant BCA collection station. If the vehicle is located at one of the locations of BCA then the vehicle or the accessories can be collected at the relevant BCA auction centre on BCA working days during the opening hours stated on the website of BCA. If the vehicle is located elsewhere (off-site) then this has already been indicated accordingly in the auction catalogue. As the occasion arises, BCA shall notify the Buyer of the exact address and possible collection times after the auction.

#### d. Other location due to export process

Should it be necessary for logistical reasons or to comply with export regulations to move the vehicles from an off-site location to one of the auction centres of BCA, for example, then BCA shall be entitled to have the vehicles shipped between these locations at its own expense. The Buyer expressly agrees to the transfer to another location of BCA.

#### e. No custody agreement

In the absence of express separate agreements to the contrary, a custody agreement for the vehicle shall under no circumstances be concluded.

### • Transport and collection of the vehicle by Buyer with registered office in the Federal Republic of Germany

The Buyer with its registered office in the Federal Republic of Germany has the following options for collection of the vehicle:

#### a. Transport by means of a transport company

##### aa. BCA commissions the transport company

If the Buyer 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 Buyer shall conclude a transport agreement with BCA in respect of the transport of the auctioned vehicle. The transport costs are calculated according to the transport fee shown in the currently applicable transport calculator on the website of BCA. The transport calculator furthermore shows an expected transport time to the agreed place of delivery. This is, however, only an approximate estimation of time. The transport time shown there shall only be binding if this has been expressly agreed separately by BCA and the Buyer. The content of the transport agreement between the Buyer and BCA is an on request liability on the part of BCA. Invoicing is carried out by BCA. In the event of transport damages or similar, the Buyer can contact BCA as their contractual partner. In the relationship between BCA and the transport company, the ADSP that apply in the relationship between the Buyer and BCA in the event of recourse between the Buyer and BCA are applicable accordingly.

##### bb. In the event that BCA, pursuant to above paragraph (1), takes over the transport for vehicles and/ or accident vehicles offered in auctions that are not roadworthy, the performance owed by BCA shall only lie conclusively in transporting the vehicle concerned to the agreed place of delivery itself or through third parties. In so doing, maintenance of the specific condition of the respective vehicle when executing the transport shall not be owed by BCA.

##### cc. Selection and commissioning of a transport company by the Buyer ("intrinsic order")

If the Buyer chooses to engage a professional automobile transport company by themselves then, BCA shall not enter into a transport agreement for the auctioned vehicle. In the case of vehicles that are not roadworthy or accident vehicles, sub-paragraph b) (2) below shall apply.

##### dd. Necessary documents in case of vehicle collection by transport company due to intrinsic order of the Buyer.

If a transport company is commissioned by the Buyer themselves then the following necessary documents must be presented to BCA upon collection of the vehicle:

- (1) Collection authorization of the Buyer
1. (2) Vehicle release from BCA
2. (3) Consignment note
3. (4) Identity card / passport of the driver

#### b. Self-collection

##### aa. Roadworthy vehicles

- The Buyer can only pick up a ready-to-drive vehicle themselves (that is, fully roadworthy as defined by the Straßenverkehrs-Zulassungs-Ordnung (Road Traffic Licensing Regulation) and any other applicable legal regulations).

##### bb. Not roadworthy vehicles

- Not roadworthy vehicles and vehicles involved in accidents can only be collected and transported by a professional automobile transport company, which, if necessary, has transport vehicles officially approved and actually suitable for the transport of such vehicles. BCA shall not bear responsibility for inappropriate transport by unsuitable transport companies or transport vehicles.

##### cc. Necessary documents for self-collection

- In the case of self-collection, the following necessary documents are to be presented to BCA by the Buyer upon collection of the vehicle:
- Vehicle release from BCA
- Identity card / passport

dd. If the vehicle / accessories are collected by a third party:

- Collection authorisation of the Buyer
- Vehicle release from BCA
- Identity card / passport

c. **Non-collection of the vehicle / accessories**

aa. **Storage fee**

If a purchased vehicle and/or purchased accessories have culpably not been collected by the Buyer or a third party commissioned by the Buyer after seven (7) BCA working days after the conclusion of the purchase agreement then the Buyer with a registered office in the Federal Republic of Germany shall be invoiced by BCA after the expiry of the said period from the eighth BCA working day for the further storage time of a vehicle and/or accessories at the premises of BCA (including customer car park) for each and every calendar day in accordance with the price list of BCA applicable at the time of the conclusion of the purchase agreement.

bb. **Commissioning of the transport by BCA**

If a Buyer has not collected a vehicle and/or accessories by the fifteenth BCA working day after conclusion of the purchase agreement at the latest then BCA shall be entitled, in addition to the right of withdrawal mentioned above under B.IV.2, to commission a transport company to transport the purchased vehicle and/or accessories to the registered office of the Buyer at the expense of the Buyer. The Buyer is required to accept the vehicle and/or accessories at the time of delivery and to inspect them accordingly.

- **Transport and collection of the vehicle by Buyer with registered office within the EU**

a. **Automatic transport order by BCA**

For Buyers with their registered office within the EU (with the exception of Germany, Greece, Ireland and Cyprus), BCA automatically commissions a transport company at the expense of the Buyer. The transport costs are calculated according to the transport fee shown in the currently applicable transport calculator on the website of BCA.

By way of derogation from the above, Buyers from Greece, Ireland, Cyprus, Malta and from islands belonging to Italy or Spain can arrange for a professional automobile transport company to collect the vehicle themselves. As the occasion arises, the regulations as regulated above under section B.VI.2.a) shall apply.

Irrespective of whether the cross-border transport is organized by the Buyer or by BCA, the transport company must not be a related party of the Buyer of the vehicle and/or accessories as defined below. For this purpose, the relevant client of the transport company (BCA or Buyer) is not considered to be "independent" if (i) they have the same legal personality; and if they meet one of the criteria set out in article 80 of the European Union VAT Directive (having "family or other close personal, managerial, ownership, membership, financial or legal ties"). Legal ties may exist in relationships between an employer and an employee or the family of the employee or other persons close to the employee (under Section 45a Subsection 1 under a and b ii of the German VAT Implementing Regulation). BCA reserves the right not to carry out the transport if the Buyer and the transport company are related parties or, in individual cases, to require additional proof and/or documents to substantiate the VAT exemption.

b. **No automatic transport**

The following types of vehicles are excluded from automatic transport: vehicles that are not roadworthy or cannot be rolled, two-wheelers, vehicles with a height of more than 2.80 m, special vehicles such as construction machinery, vehicles with special superstructures. The Buyer can hire a professional automobile transport company themselves for these types of vehicles. As the occasion arises, the regulations as regulated above under section B.VI.2.b) (2) shall apply.

c. **Delivery address**

Delivery shall be made exclusively to the principal place of business of the Buyer, unless stipulated otherwise below. The Buyer shall receive an address confirmation email from BCA prior to delivery. If the Buyer wants delivery to a different delivery address within the country where the Buyer has their registered office then the Buyer must notify BCA within one BCA working day of receiving the address confirmation email by providing proof of lease or ownership of the different delivery address and the relevant document completed by the Buyer ("Confirmation of the alternative delivery address"), which can be downloaded from the website of BCA.

Upon completion of this document, the Buyer warrants the following:

- At the request of the Buyer, any and all vehicles and related documents / accessories sold by BCA to the Buyer shall be delivered to the alternative address, which must be in the EU Member State where its EU VAT ID is registered.
- The Buyer warrants that the delivery address is in their possession and that they or their agent are able to safely and properly accept motor vehicles at that address.
- The Buyer shall bear the risk of accidental loss or deterioration of the vehicles or the purchased accessories from the time of arrival of the vehicles at the stipulated delivery address.
- CMRs must be returned to BCA and validated according to standard procedures, together with the completion and return of a receipt form, if required. Stamp and signature on all CMRs must refer to the Buyer

d. **Documents required AFTER transport of the vehicle**

In order to comply with the European requirements regarding proof of arrival in the case of intra-Community deliveries in transport and consignment cases (§§17a, 17b of the German VAT Implementing Regulation) and to ensure that the vehicle has reached its actual destination at the premises of the Buyer, BCA is required to request the documents listed below from the Buyer as proof of the immediate shipment to another EU Member State outside the Federal Republic of Germany and shall retain the vehicle documents until the Buyer cumulatively submitted:

- a fully completed CMR consignment note
- a fully completed proof of arrival form
- proof of transport insurance\* issued by the transport company commissioned or the transport invoice. Proof of transport insurance is not required for automatically commissioned transports.
- in case of transport by ship or train, the loading lists of the relevant means of transport. Proof of the loading list is not required for automatically commissioned transports.

\* The Buyer agrees that the proof of transport insurance to be submitted shall be stored centrally and that other BCA companies shall also have access to it.

e. **Storage fees, right of withdrawal, commissioning of transport**

If a vehicle that is not automatically transported has culpably not been collected by the Buyer or a third party commissioned by the Buyer after fifteen (15) BCA working days following the conclusion of the purchase agreement then a storage fee shall be invoiced per calendar day from the sixteenth BCA working day after the expiry of this period. The above sections B.IV.2. and B.VI.2.c) are applicable mutatis mutandis with regard to storage fees, the right to withdraw from the purchase agreement, and the commissioning of transport by BCA.

- **Buyers with registered office outside the EU**

A Buyer with a registered office outside the EU has the following options for the collection of the vehicle:

- a. Transport by means of a transport company  
Commissioning of a professional transport company for automobile vehicles by the Buyer themselves. In this case, the regulations according to section 2.a) shall apply.
- b. Self-collection  
As the occasion arises, the regulations according to section 2.b) above shall apply.
- c. Documents required AFTER transport of the vehicle



Buyers with registered offices in non-EU countries (third countries) must immediately after receipt of the customs form with valid EUR1 number and customs stamp send it to the following email address [debitorengruppe.de@bca.com](mailto:debitorengruppe.de@bca.com).

BCA shall, upon receipt of the customs form, refund the security deposit paid by the Buyer in respect of the purchased vehicle to the Buyer after no later than five (5) BCA working days.

d. Storage fees, right of withdrawal, commissioning of transport

If a vehicle that is not ready to be driven or is ready to be driven has culpably not yet been collected by the Buyer or a third party commissioned by the Buyer after fifteen (15) BCA working days after the conclusion of the purchase agreement then a storage fee shall be invoiced per calendar day from the sixteenth BCA working day after the expiry of this period. The above sections B. IV.2 and B.VI.2.c) regarding the storage fee, the right to withdraw from the purchase agreement, and the commissioning of transport by BCA are applicable accordingly.

**VII. Transfer of risk**

The risk in respect of the object of purchase shall transfer to the Buyer as follows:

4. in the event of self-collection of the vehicle and/or accessories by the Buyer and/or their vicarious agents from BCA or at an agreed collection location, the risk shall transfer to the Buyer upon delivery of the vehicle and/or accessories to the Buyer or their vicarious agents.
5. in the event of transport of the vehicle and/or accessories to an agreed place of delivery, the risk shall transfer to the Buyer upon delivery of the vehicle and/or accessories to the transport person / transport company.
6. in the event of an obligation to deliver on the part of BCA, the risk shall transfer to the Buyer upon delivery of the vehicle and/or accessories at the agreed place of delivery.

**VII. Obligations of the Buyer upon delivery of the vehicle and/or accessories**

- a. The obligations of the Buyer to examine the goods on defects and to give notice of the defects mentioned below and due to transport-related damage:

Notwithstanding any further obligations of the Buyer pursuant to § 377 of the German Commercial Code (HGB), the Buyer shall be contractually bound vis-à-vis BCA to inspect the purchased vehicle or accessories upon delivery for defects recognizable to the Buyer that do not correspond to the vehicle/ accessory description in the auction, as well as for missing accessories and for recognizable transport damage, and to note the defects or missing accessories and/or recognizable transport damage in writing also in the name of BCA as customer of the transport company on the delivery receipt. If the vehicle is transported by a transport company then these defects or missing accessories must be noted on the CMR document, which must be signed by the Buyer and the driver of the transport company.

- b. If the vehicle or accessories has (have) been transported then, the complaint of the Buyer must be received by BCA in writing or text form within twenty-four (24) hours after delivery of the purchased vehicle or purchased accessories to the Buyer via the online application form of the country, where the vehicle was purchased. If in case the end of the complaint period falls on a Saturday, Sunday or a public holiday at the Buyer's registered office, the complaint shall be deemed to have been received on time if it reaches BCA by 12:00 noon (German time) on the first BCA working day after such a day.
- c. If the vehicle or accessories were collected by the Buyer or by their vicarious agents after the purchase then the complaint of the Buyer must have been received by BCA in writing or in text form within twenty-four (24) hours after delivery to the Buyer. If in this case the end of the period for making the complaint falls on a Saturday, Sunday or a public holiday at the Buyer's registered office, the complaint shall be deemed received in due time if it reaches BCA by 12:00 noon (German time) on the first BCA working day after such a day.
- d. Non-visible defects (hidden defects) and/or non-visible transport damage to the vehicle and/or accessories must be reported by the Buyer to BCA in writing or in text form immediately after discovery.
- e. A late complaint or a complaint not made in due form in the aforementioned sense by the Buyer to BCA excludes any possible claims of the Buyer against BCA from breaches of duty in the form of poor performance due to material defects and/or transport damage, unless there is question of an instance in accordance with the following section B.IX.2.

Even in the event of a complaint being raised, the Buyer shall be required to remove the purchased vehicle and/or accessories from the premises of BCA or another location at the time of the conclusion of the purchase agreement, insofar as the Buyer does not justifiably withdraw from the purchase agreement at the same time.

- f. Notwithstanding the validity of the notice of defects, the Buyer shall, when asserting defects, submit to BCA, respectively within the above-mentioned period for giving notice of defects, in cases where the vehicle and/or accessories were transported to the Buyer, a copy of the CMR document and in cases of self-collection, a copy of the delivery note. Photos of the speedometer of the vehicle concerned with kilometrage and the alleged damage, a description of the damage and the Buyer's expectations for settlement of the alleged defect are to be sent to BCA because otherwise the possibility of a settlement on a goodwill basis according to section C. below ("Complaints") shall be excluded.

The Buyer warrants that, when collecting the vehicle and/or accessories, any damage to the vehicle and/or accessories as well as any missing parts shall be entered in the handover report and the handover report signed by the Buyer, in the case of transport additionally by the transport company's driver as well. The last sentence of paragraph 1 above shall apply mutatis mutandis.

- g. For vehicles from accident and residual auctions, total losses, ELV vehicles, salvage cars etc. the assertion of a transport damage is excluded.
- h. BCA accepts no liability for delays in vehicle transport. The delivery time estimated in advance in the transport calculator or elsewhere is not binding.

7. If enforcement measures are asserted against the Buyer at a time when the Buyer is the holder but not yet the owner of the purchased vehicle and/or accessories (reservation of title by BCA pursuant to section B.III.4.c) above) then the Buyer shall notify the creditor asserting the enforcement of the reservation of title of BCA and shall inform BCA without delay of the enforcement measures initiated against them. If the Buyer culpably fails to refer to the reservation of title of BCA then they shall be liable to BCA, in addition to the purchase price and other fee claims of BCA, for any damages resulting from the same. § 254 of the German Civil Code (contributory negligence) remains unaffected.

**8. Vehicle Documents**

- BCA shall send the vehicle documents available in accordance with the auction conditions to the Buyer as a shipping debt. The shipping costs are borne by BCA, the risk of loss is borne by the Buyer. After receipt of the vehicle documents, the Buyer shall also check them on completeness and correctness. If the Buyer does not complain about the incompleteness or incorrectness of the vehicle documents within forty-eight (48) hours of receipt then the Buyer can no longer assert claims against BCA on the basis thereof. This does not apply in cases of i) malice, intent, gross negligence on the part of BCA and/or its vicarious agents, ii) injury to body, life and health by BCA or its vicarious agents, iii) assumption of a guarantee or a procurement risk by BCA or iv) in legally mandatory liability cases.
- If, in accordance with the terms and conditions of the auction, existing vehicle documents or parts thereof are lost during shipment by BCA to the Buyer and a bidding procedure or similar becomes necessary then the Buyer shall reimburse BCA for the costs incurred.
- BCA has a right of retention against the Buyer in respect of vehicles and/or accessories purchased by the Buyer and the vehicle documents available in accordance with the auction conditions until all due claims of BCA against the Buyer, also from other legal transactions from the existing business relationship between BCA and the Buyer, have been settled.

**9. Vehicles with hired batteries**

- a. In the case of vehicles with hired batteries (e.g. electric vehicles), the Buyer is required to assume the hire contract between the lender and the borrower for the hired batteries when purchasing the vehicle, provided the lender agrees. If the lender does not agree then the Buyer is required to indemnify BCA against any and all possible claims by the lender or third parties arising from or in connection with the hire agreement from the time of acquisition of the vehicle. § 254 of the German Civil Code (contributory negligence) remains unaffected.

Furthermore, the following obligations are incumbent on the Buyer in the case of the said vehicles:

- The vehicle and/or accessories and vehicle documents shall not be handed over to the Buyer by BCA until the Buyer has previously signed and handed over to BCA the BCA form "Takeover Obligation for the Hire Agreement". The signed form must be handed over within one BCA working day after the conclusion of the purchase agreement.
- The Buyer is required to contact the lender of the hired battery within two (2) BCA working days after receipt of the invoice.

BCA is entitled to pass on the contact details of the Buyer to the owner / lender of the battery.

- b. In the event that the Buyer, through no fault of BCA, does not legally take over the hire agreement for the hired battery within seven (7) BCA working days after conclusion of the purchase agreement, BCA shall be entitled to withdraw from the purchase agreement without compensation.

#### IX. Liability for material defects

1. The liability of BCA towards the Buyer for breaches of duty due to poor performance in the form of material defects (liability for material defects) is excluded for the used objects of purchase. The used vehicles and/or used accessories shall be auctioned in the condition in which they actually are at the time of the auction. This implies in particular that BCA shall not be liable for material defects for, among other things, paint damage / excessive paint wear or collision damage, excessive wear and tear.
2. The exclusion of liability for material defects regulated above under 1 is not applicable in cases of i) malice, intent, gross negligence on the part of BCA and/or its vicarious agents, ii) injury to body, life and health by BCA or its vicarious agents, iii) assumption of a guarantee or a procurement risk by BCA or iv) in cases of liability that are mandatory by law.
3. BCA shall not be required to check the purchased items in advance for previous damage, accidents, collisions that may have been repaired or remedied.

#### c. COMPLAINTS

1. In the event of complaints that do not relate to a liability for material defects excluded in accordance with section B.IX. above, the Buyer shall observe the following regulations for a complaint in accordance with section B.VIII.6. and under this section C. the provision set forth under 2. to 6. These also apply to acceptance of a courtesy check, in which, at the discretion of BCA, a voluntary complaint handling can be carried out by BCA without recognition of a legal obligation.

Irrespective of whether the following deviations in the vehicle description of the sold vehicle and/or accessories from the actual condition constitute a contractual breach of duty by BCA despite the exclusion of liability for material defects, only the following description errors in a vehicle description provided to the Buyer by BCA (in writing or as a photo) in the auction shall be deemed to be acceptable grounds for the opening of a complaint procedure by BCA: Brand, model, year of first registration, kilometrage (with a deviation tolerance of +/- 50km), transmission type (automatic / manual), type of propulsion (petrol, diesel, fully electric, alternative energies), colour of the vehicle (main colour), number of seats, number of doors, previous use of the vehicle (emergency services, school, taxi, or similar), margin regime on the vehicle: Margin / VAT vehicle, wrong type of taxation.

2. Provided that there is an acceptable reason for a complaint in accordance with the above, the Buyer has, in addition to the requirements according to section B.VIII.6. above, after collection of their vehicle by themselves or a transport company, twenty-four (24) hours after delivery to submit a complaint to BCA, using the BCA Online Form referred to under 4. below. If, in the above-mentioned cases of transport and self-collection, the end of the period for making the complaint falls on a Saturday, Sunday or a public holiday at the Buyer's registered office, the complaint application shall be deemed received in due time if it reaches BCA by 12:00 noon (Standard Central European Time) on the first BCA working day after such a day. The vehicle must not have travelled more than 50 kilometers since the purchase by the Buyer through an auction. If the distance travelled since the purchase by the Buyer is more than 50 kilometers then the opening of a complaint procedure is excluded.

The opening of a complaint procedure and/or the filing of claims against BCA is also excluded for vehicles with a kilometrage of more than 180,000 kilometers or a first registration older than 10 years. Likewise i) all vehicles that are not roadworthy and/or offered as accident vehicles in auctions that have a declared total loss, ii) vehicles, where repairs were carried out or changes made after delivery and prior to conclusion of the complaint procedure as well as vehicles with a vehicle purchase price pursuant to the auction of up to €1,500.00 net and vehicles resold to a third party by the Buyer prior to receipt of a complaint by BCA shall be excluded from the opening of a complaint procedure and/or the filing of complaints according to this section C. against BCA. Defects that are not recognizable upon delivery of the purchased vehicle and/or accessories shall likewise be excluded from the complaint procedure. Additionally excluded from the complaint procedure are vehicle batteries, functionality of the four-wheel drive ("4 WD"), tyres, wheel rims, spare tyres/spare wheel rims, windscreens, windows and all glass, headlights/lighting systems, as far as it is not transport damage, as well as vehicle odors and all wear parts (such as in particular clutches and clutch linings, brakes, brake pads, seals in general, gaskets, brackets, spark plugs, battery, alternator timing belt, electrical parts in general, alternator, starter motor, wiper linings, wiper pads, wiper disks, wiper cables, gearbox/automatic gearbox, windscreen wipers, bumpers (subject to bumps and dents), lamps, filters, brakes, brake pads, suspension, shock absorbers, shock absorber mounting, bearings, warning triangles, turbocharger, gear wheels, rubber seals). Furthermore, the assertion of expenses for remedying damage or a minimum value of/for optical and technical damage up to an amount of EUR 400.00 net shall be excluded in the complaint procedure.

Also excluded are claims in connection with a vehicle registration if the claim is made more than one month after the buyer has received the vehicle and the vehicle documents.

3. Claims arising from a complaint are entitled if:

- the customer has purchased a vehicle that is ready to be driven ("Runner") and BCA, when loading the vehicle for transport, discovers that the vehicle is not ready to be driven ("Non-Runner"). BCA will inform the buyer accordingly and the buyer can then decide whether to cancel the purchase or have the Non-Runner repaired/delivered.
- BCA states in the vehicle description that a COC certificate is available for the vehicle and the buyer does not receive this after the auction. In this case, BCA shall provide compensation upon receipt of the invoice for the subsequent preparation of the COC document. The buyer must make this claim one (1) BCA business day after receipt of the vehicle documents.

If the facts of the complaint result in damage to be taken into account in the complaint procedure from the perspective of BCA then the Buyer shall have an excess of €400,00 net for bodywork damage and technical damage. Hence, complaints about damage up to this negligible limit are excluded. In the event of damage exceeding €400,00 net, this amount shall be deducted - even in the event of a justified complaint.

Furthermore, BCA does not assume any costs arising in connection with exchange rate differences between the euro and other currencies.

4. The complaint must be made exclusively via the BCA online form, which can be found on the relevant country page of the BCA homepage in the "After Sale" section.

5. After submitting the complaint in the aforementioned sense, the Buyer shall immediately submit a qualified receipt / cost estimate from a specialist workshop as proof with regard to the reason for the complaint asserted by them. With regard to the amount of the costs, the Buyer should consult with the complaints department of BCA before placing an order so as to only incur reasonable and proportionate costs within the scope of their duty to minimize damage. The costs for the evidence shall be borne by the Buyer.

It is sufficient for buyers who also have a certified/authorised service center to submit an independent shop diagnosis with a cost estimate.

6. Upon receipt of a complaint, the Buyer shall receive an acknowledgement of the receipt of the complaint within one (1) BCA working day and a response within five (5) BCA working days after the complaint with all relevant information has been received by BCA in order to resolve the case.

7. In the event of a justified claim, BCA shall send the Buyer corresponding written acknowledgement. If the reason for the complaint is settled by BCA on a goodwill basis then payments less any excess of the Buyer shall be paid to the Buyer in euros no later than seven (7) BCA working days after confirmation of the reason for the complaint. If the purchase agreement is rescinded in the event of a justified complaint then BCA and the Buyer shall choose an efficient way. In the event that repatriation of the vehicle is required, BCA and the Buyer shall coordinate and agree on the most efficient way of repatriating the vehicle. If the purchase agreement is rescinded then the purchase price of the vehicle, the fees incurred, and the transport to the country of the Buyer shall be reimbursed. The Buyer is not entitled to compensation for improvements made to the purchased vehicle, such as maintenance costs incurred or fuel costs. BCA always bears the costs of the return transport.

8. The Buyer shall refrain from contacting the previous owner (before BCA) of the vehicle and/or accessories in order to obtain further information about the vehicle, for example, in the event of a complaint. This should be solely a matter between BCA and the Buyer in order to protect the privacy of the previous owners (before BCA).

#### D. LIABILITY OF BCA; LIABILITY OF THE MARKETPLACE USER

##### I. Liability of BCA

1. The contractual and statutory liability of BCA for damages and reimbursement of expenses arising from breaches of duty not based on material defects, 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:
  - a. 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 Marketplace User may rely.

- b. 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 working days). In the event of force majeure, this shall only apply if BCA has informed the Marketplace User of the event of force majeure immediately after BCA has become aware of it.
2. The aforementioned limitation of liability does not apply in cases of mandatory statutory liability (in particular under the German Product Liability Act), if and to the extent that BCA has assumed a guarantee or a procurement risk (§ 276 Subsection 1 of the German Civil Code) and for culpably caused bodily injury (injury to life, limb, health), including by representatives and vicarious agents of BCA.
3. The Marketplace User is required to take appropriate measures to avert and mitigate damages. § 254 of the German Civil Code (contributory negligence) remains unaffected.
4. A reversal of the burden of proof is not associated with the aforementioned regulations.
5. The rules on warranty for material defects and liability according to section C.I. above remain unaffected.

## **II. Liability of Marketplace User**

The Marketplace User shall be liable in accordance with the statutory provisions. This also applies in particular to any damage culpably caused by the Marketplace User as a participant in or visitor to a sales event of BCA at the premises of BCA.

### III. Manufacturer warranties

Existing manufacturer warranties are not affected by the sale.

### C. CLOSING PROVISIONS

#### I. Applicable law; place of performance; place of jurisdiction; contractual language

1. 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 Marketplace User shall be governed exclusively by the laws of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance and exclusive place of jurisdiction is Neuss. This shall also apply to persons who do not have a general place of jurisdiction in Germany or persons who have moved their domicile / registered office and usual place of residence outside Germany 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.
3. 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 information purposes only. Only the German version of such documents shall be authoritative.

#### II. Severability clause

If a provision of this agreement is or becomes invalid / void or unenforceable in whole or in part for reasons of the law of general terms and conditions pursuant to §§ 305 to 310 of the German Civil Code (BGB) then the statutory provisions shall apply. If any present or future provision of the agreement is or becomes invalid / void or unenforceable in whole or in part for reasons other than the provisions relating to the law of general terms and conditions under §§ 305 to 310 of the German Civil Code 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. Contrary to the principle of the case law of the Federal Court of Justice, according to which a severability preservation clause is in principle only intended to reverse the burden of proof, the validity of the remaining contractual provisions is to be maintained under all circumstances and thus § 139 of the German Civil Code is to be waived in its entirety. The parties shall replace the invalid / void / unenforceable provision or lacuna requiring supplementation for reasons other than the provisions concerning the law of general terms and conditions pursuant to §§ 305 to 310 of the German Civil Code with a valid provision that corresponds, in its legal and commercial content, to the invalid / void / unenforceable provision and the overall purpose of the agreement. § 139 of the German Civil Code (partial nullity) is expressly excluded. 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.

### III. Self-delivery; force majeure

1. If, for reasons for which BCA is not responsible, BCA receives deliveries or services from its sub-suppliers, including the previous owners of vehicles and/or accessories, for the performance of its contractual delivery or service owed, despite proper and sufficient coverage prior to the conclusion of the agreement with the Buyer in accordance with the quantity and quality from its delivery or service agreement with the Buyer, i.e. in such a way that with the fulfilment of the supplier obligation towards BCA, the latter can fulfil the agreement with the Buyer according to the type of goods, quantity of goods and delivery time and/or service (congruent coverage), not, not correctly or not in time or events of force majeure of a not insignificant duration (i.e. with a duration of more than fourteen (14) BCA working days) occur then BCA shall immediately inform the relevant Buyer in writing or in text form. As the occasion arises, BCA is entitled to postpone the delivery / service for the duration of the impediment or to withdraw from the agreement in whole or in part due to the part not yet fulfilled, insofar as BCA has fulfilled its aforementioned duty to inform and has not assumed the procurement risk within the meaning of § 276 of the German Civil Code or a delivery / service guarantee. Force majeure shall include pandemics, epidemics, industrial action, lockouts, official interventions, energy and raw material shortages, transport bottlenecks or obstacles through no fault of BCA, operational hindrances through no fault of BCA - e.g. due to fire, water and machine damage - and all other hindrances that, viewed objectively, were not culpably caused by BCA. Along with the aforementioned exemption from performance, the obligation of BCA to pay damages and/or penalties due to a delay in delivery / service shall also cease to apply.
2. If a delivery date or a delivery period was stipulated in a binding manner and if the stipulated delivery date or the stipulated delivery period is exceeded due to events according to the provision set forth under 1 above then the Buyer shall be entitled to withdraw from the agreement due to the part not yet fulfilled after a grace period of fourteen (14) BCA working days has expired without results. Further claims of the Marketplace User, in particular those for damages, are excluded in this respect.
3. The provisions set forth above under 2 shall apply mutatis mutandis if, for the reasons stated under 1, it is objectively unreasonable for the Buyer to continue to adhere to the agreement even without a contractual agreement on a fixed delivery and performance date.

### IV. Internal rules

1. BCA is entitled to refuse entry to the auction centers or participation in auctions to any person without stating reasons.
2. Trading with third parties on the premises of BCA is not permitted. In the event of infringements, BCA is entitled to expel the persons or companies concerned from the premises.
3. The consumption of alcoholic beverages at the premises of the auction centers of BCA is not permitted.
4. The regulations of the StVO are applicable at the premises of BCA.
5. Minors are only permitted access to the premises of BCA if accompanied by a parent or guardian.
6. The auction or logistics site is monitored by camera and/or video for security reasons. By entering the auction site, visitors to the auction or logistics site agree that recordings of their persons may be made and stored and used in compliance with the relevant statutory provisions.
7. Parking in the designated customer parking spaces of BCA is generally only permitted during the times specified on the BCA homepage. The parking of vehicles without a valid registration number in the customer car park, for example after an auction of purchased vehicles/accessories by the Marketplace User, is not permitted. In the event of an infringement of these parking regulations, BCA shall be entitled to have the vehicles towed away at the expense of the Buyer.