

General Terms and Conditions of Delivery and Payment for Used Cars (entrepreneur business)

1. Scope, order of priority of the regulations

- 1.1. The following General Terms and Conditions of Delivery and Payment (“**GTC**”) apply only to companies within the meaning of § 310 Para. 1 BGB (*German Civil Code*), legal entities under public law and special funds under public law and to all contracts concluded between the buyer and CarNext.com DE GmbH (hereinafter "**CarNext.com**") for the purchase and delivery of used motor vehicles (hereinafter referred to as "**Used Car**").
- 1.2. These GTC apply exclusively; any other terms and conditions of the buyer which conflict with or deviate from these GTC are not recognized unless CarNext.com has expressly agreed to their validity in writing. These GTC shall also apply if CarNext.com carries out the delivery to the buyer without reservation in the knowledge that the buyer's terms and conditions conflict with or deviate from these GTC.
- 1.3. If a Used Car is purchased via the CarNext online shop, the Web Shop Terms and Conditions for the CarNext Online Shop prevail.

2. Period for binding applications

The buyer is bound to his order for Used Car for 10 days. The purchase agreement is concluded when CarNext.com confirms acceptance of the order within this period, at least in writing, or carries out the delivery. CarNext.com is obliged to inform the buyer immediately if it does not accept the order.

3. Prices and terms of payment, trade-in, offsetting and right of retention

- 3.1. The purchase price for the Used Car and prices for additional services are payable without deduction.
- 3.2. The purchase price is for the Used Car understood ex location. Any transfer costs and all other expenses and outlays shall be borne by the buyer.
- 3.3. If, in connection with the purchase of a Used Car, CarNext.com and the buyer agree on the trade-in of the buyer's vehicle, CarNext.com grants the buyer the right to amortize the partial amount of the purchase price corresponding to the contractually agreed trade-in amount by surrendering his vehicle (*right of replacement*).
- 3.4. The buyer may only offset against claims of CarNext.com if the counterclaim has been legally established, is undisputed or has been recognised by CarNext.com. The buyer is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship

4. Delivery and delivery time

- 4.1. The observance of delivery periods presupposes the timely and proper fulfilment of the purchaser's payment obligations.
- 4.2. If CarNext.com exceeds a binding delivery date or a binding delivery period and the buyer therefore wishes to withdraw from the contract and/or demand compensation for damages instead of performance, the buyer must first set CarNext.com a reasonable deadline for delivery.

- 4.3. In the event of simple negligence, any claim by the purchaser for damages instead of performance shall be limited to the foreseeable damage typical for the contract. In the case of simple negligence on the part of CarNext.com, any other damage caused by delay is limited to 0.5% of the agreed purchase price for each completed calendar week of delay, in total not exceeding 5% of the agreed purchase price. We reserve the right to prove that the buyer did not suffer any damage at all or that the damage was considerably lower than the above lump sum.
- 4.4. Should CarNext.com be unable to deliver by chance after the occurrence of the delay in delivery, the aforementioned limitation of liability shall also apply. The liability of CarNext.com is excluded if the damage would have occurred even if delivery had been made on time.
- 4.5. If CarNext.com is temporarily prevented from delivering the Used Car due to force majeure through no fault of its own, the agreed delivery dates and periods shall be postponed by the duration of the resulting delivery hindrance plus a reasonable restart time. The buyer is entitled to withdraw from the contract after 2 months. A claim for damages by the buyer is excluded.

5. Acceptance and registration certificate part II

- 5.1. The buyer must take delivery of the Used Car at the time agreed between him and CarNext.com, otherwise 3 days after CarNext.com's notification of availability. If the buyer fails to comply with this obligation, CarNext.com may set him a period of grace of one week and, if this period expires without result, withdraw from the contract and demand compensation for damages instead of performance.
- 5.2. After acceptance of the Used Car by the buyer, CarNext.com arranges for the immediate forwarding of the registration certificate Part II (vehicle registration document - *Fahrzeugbrief*) for the Used Car to the buyer.

6. Retention of title

- 6.1. The Used Car remains the property of CarNext.com until the purchase price and all agreed ancillary services have been paid in full (simple reservation of title).
- 6.2. If CarNext.com is entitled to further claims from the business relationship with the buyer, the Used Car remains the property of CarNext.com until all claims resulting from the business relationship have been paid in full (extended reservation of title).
- 6.3. As long as the Used Car is subject to CarNext.com's reservation of title, disposals of and encumbrances on the Used Car are prohibited, as is (loaning) it to third parties. The provision in clause 7 remains unaffected.
- 6.4. The buyer must treat the Used Car subject to CarNext.com's reservation of title with care and keep it free from access by third parties. This also includes the coverage of an appropriate comprehensive insurance. The buyer hereby assigns his insurance claims by way of security to CarNext.com, which accepts this assignment.

7. Prohibition of Resale

The buyer is prohibited from reselling the Used Car before receiving the vehicle or within a period of 3 months after receipt. The Used Car must be registered in the buyer's name or in the name of a close relative.

8. Identity Check

CarNext.com reserves the right to demand proof of identity from the buyer in order to comply with any legal obligations, such as those arising from the Money Laundering Act. At the request of

CarNext.com, the buyer must present valid proof of identity, such as an identity card or driving licence, at the latest when collecting the used vehicle.

9. Description of the Used Car and obligation to examine it

Verbal information provided by CarNext.com about the characteristics of the Used Car is not binding. Assurances and guarantees require at least text form. The buyer must inspect the Used Car immediately and report any defects to CarNext.com without delay. Within the framework of a mutual commercial transaction, Sections 377, 378 HGB (German Commercial Code) shall apply.

10. Liability for material defects and other damages of the Used Car

10.1. Liability for damages due to material defects is excluded, unless a guarantee for the quality has been given or a defect has been fraudulently concealed. The exclusion of liability does not apply to claims for damages of any kind if CarNext.com, its legal representative or its vicarious agents have violated their obligations through gross negligence or with intent, nor to claims for damages in the event of injury to body, life or health or in the event of violation of essential contractual obligations if the obligations have been negligently violated; in these cases liability is limited to contract-typical and foreseeable damages.

10.2. Unless otherwise stated in these general terms and conditions, CarNext.com's liability for damages is limited as follows:

- which are based on intent or gross negligence, CarNext.com always has unlimited liability in accordance with the statutory provisions;
- as a result of the breach of a material contractual obligation due to simple negligence, including tort, the liability of CarNext.com and its legal representatives or vicarious agents is limited to foreseeable, typically occurring damage. An essential contractual obligation is deemed to exist if the breach of duty relates to an obligation on the fulfilment of which the buyer relied and was entitled to rely;
- as a result of the breach of non-substantial contractual obligations due to simple negligence, even in the case of tort, the liability of CarNext.com and its legal representatives or vicarious agents is excluded;

the aforementioned limitations of liability or exclusions of liability do not apply in the case of culpable injury to life, body or health. Nor do they apply if CarNext.com has assumed a guarantee for the quality or if a defect has been fraudulently concealed.

11. Conclusion of the trade-in agreement

11.1. The preparation of an offer to trade-in the buyer's vehicle requires a prior inspection of the vehicle by CarNext.com or a CarNext.com representative. The inspection may also be carried out by means of a video telephone call with the buyer.

11.2. The buyer guarantees that his vehicle is accident-free and free of any technical deficiencies of which he is aware, with the exception of damages and technical deficiencies of which he informs CarNext.com by video telephone or at least in text form prior to CarNext.com submitting an offer. The information relating to the condition of the vehicle which the buyer provides or of which he grants access to CarNext.com by video telephone or in any other way determines the condition which the vehicle is to have as agreed at the time of transfer of risk to CarNext.com. The buyer will receive a summary of this information afterwards by e-mail. The buyer herewith assures the correctness and completeness of his information.

- 11.3. The buyer further assures that he is the owner and sole proprietor of the vehicle and that the vehicle is also free of rights of third parties.
- 11.4. CarNext.com is bound by its offer of trade-in for the validity period of the reference code as communicated in the CarNext Online Shop.
- 11.5. An agreement on trade-in is concluded in the CarNext Online Shop as soon as the buyer enters the reference code provided by CarNext.com in the input mask.
- 11.6. Only one vehicle is accepted in payment per purchase of a Used Car.

12. Inspection and defects of the vehicle to be taken in payment by CarNext.com

- 12.1. At the latest when taking over the purchased used car, the buyer must make the vehicle to be taken in payment available to CarNext.com for a thorough inspection.
- 12.2. If the quality of the vehicle differs more than insignificantly from the quality which the buyer has notified CarNext.com of in order to prepare the trade-in offer, CarNext.com is entitled to,
 - 12.2.1. estimate the resulting reduced value of the Vehicle and require the Buyer to pay the relevant amount in cash; or
 - 12.2.2. withdraw from the purchase contract with regard to the trade-in and to demand payment of the purchase price for the used car also to the extent that it was to be redeemed by the trade-in of the Buyer's vehicle.
- 12.3. A more than insignificant variation within the meaning of paragraph 12.2 is, inter alia, that the vehicle
 - 12.3.1. has an additional mileage of more than 1,500 km
 - 12.3.2. shows additional damage (to the passenger compartment, the bodywork or the technology), or
 - 12.3.3. shows considerable additional signs of wear or
 - 12.3.4. not insignificant (accessory) parts are missing.

13. Delivery of the vehicle to be taken in payment

- 13.1. The buyer must hand over the vehicle to CarNext.com or an authorised representative at the latest upon acceptance of the Used Car at the agreed CarNext.com store, together with all keys and associated documents such as registration certificates (Parts I and II), service logbook, TUV certificates.
- 13.2. Upon delivery of the vehicle to CarNext.com or its authorised representative, ownership of the vehicle is transferred to CarNext.com.
- 13.3. Any return of the vehicle to which the buyer is entitled is no longer possible after delivery to CarNext.com or its authorised representative. The buyer's claim is therefore limited to the refund of the value of the trade-in.

14. Reservation of Withdrawal

CarNext.com reserves the right to withdraw from the purchase contract in its entirety if:

- (i) the buyer violates the obligations set forth in clause 7;
- (ii) the buyer fails to provide the evidence required for any identity check required by CarNext.com in accordance with clause 8.

15. Miscellaneous

- 15.1. The buyer is only entitled to assign claims arising from the contractual relationship with the written consent of CarNext.com.
- 15.2. The purchase contract is subject to German law except for the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.3. If the buyer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is the registered office of CarNext.com. However, CarNext.com is also entitled to sue the buyer at his place of business instead.