

General Terms and Conditions

of

CarOnSale

These terms and conditions are valid as of 3 November 2023

I. Area of Validity and Legally Binding Nature of these GTC

1. Castle Tech GmbH (entered in the Commercial Register of the District Court of Charlottenburg under the reference HRB 213350 B; hereinafter “**CarOnSale**”) provides a platform (“**Online Platform**”) via its website www.caronsale.com as well as its mobile app “CarOnSale”, on which second-hand cars including, where relevant, accessories (hereinafter jointly referred to as “**Vehicle**” / “**Vehicles**”) may be bought and sold.

2. These General Terms and Conditions (“**GTC**”) apply to the use of the Online Platform and availment of the supplementary services offered on it, in particular the sale of Vehicles from that person who posts a Vehicle onto the Online Platform for the purpose of selling it (“**Vendor**”) as well as the purchase of vehicles through a commercial party (“**Purchaser**”).

For the purpose of holding the auctions that are intended to lead to a purchasing contract, a purchasing contract concerning the Vehicle to be auctioned will be concluded between the Vendor and a local subsidiary of CarOnSale, which shall be subject to the condition precedent that the Vehicle, in the context of an auction held by the subsidiary, is sold to a commercial Purchaser. The Purchaser acquires the Vehicle to be auctioned from the local subsidiary.

The subsidiary with which a purchasing contract is concluded will be determined by the Vendor’s registered office as follows:

- Germany: CarOnSale Service GmbH (entered in the Commercial Register of the District Court of Charlottenburg under HRB 233929 B)
- Austria: Castle Tech Österreich GmbH (entered in the Commercial Register of the Republic Austria under FN 573370 t)
- Netherlands: Castle Tech Netherlands B.V. (entered in the Commercial Register of The Netherlands (Kamer van Koophandel) under 85176583)
- France: Castle Tech France SAS (entered in the Commercial and Companies Register of France (*registre du commerce et des sociétés*) under 912 735 701 (R.C.S. Paris))

and shall hereinafter be respectively referred to in each case as “**Service GmbH**”.

Accordingly, the Service GmbH concludes in each case a purchasing contract concerning the Vehicle to be sold with both the Vendor and the Purchaser.

3. These GTC apply to all legal relationships between CarOnSale and the Vendor, CarOnSale and the Purchaser, as well as those between the Vendor or Purchaser with the respective Service GmbH, which derive from the use of the Online-Platform and those supplementary services also performed by CarOnSale or are connected therewith. They also apply to any sales of Vehicles brokered by CarOnSale in any other manner, other purchases or sales of vehicles by Service GmbH and for other services performed by CarOnSale via its mobile app “CarOnSale”.

4. If the Vendor/Buyer utilizes services from CarOnSale/Service GmbH for which special terms and conditions exist (e.g., when entering into warranty agreements or using the “Buy Now, Pay Later”

service), these special conditions take precedence in the event of conflicts with these terms and conditions.

5. These GTC have been posted ready for printing out on the website of CarOnSale. Vendor and Purchaser recognise their legally binding nature.

6. Any deviating, opposing or supplementary conditions, in particular general terms and conditions of Vendors/Purchasers, shall only apply insofar as CarOnSale should have agreed thereto in text form in advance.

II. Scope of Performance and Legal Position of CarOnSale

1. CarOnSale offers a platform via which the Vehicles may be bought or sold in the context of an online auction.

The activity of CarOnSale is restricted to the provision of the Online Platform and the support services connected therewith in the concluding and processing of the purchasing contracts between the Vendor and the Service GmbH or between the Service GmbH and the Purchaser plus supplementary services that are economically connected with the initiation or processing of the purchasing contracts. CarOnSale shall not itself become a party to the purchasing contracts concluded via the Online Platform.

2. The following services shall be performed by CarOnSale:

- Provision and operation of the Online Platform and granting of access thereto to Vendor/Purchaser after the latter have been admitted in accordance with Section III.,
- Automated creation of an advertisement on the basis of the information provided by the Vendor,
- Automated uploading of the Vendor's advertisement when publishing adopted advertisements on the Online Platform,
- Automated recall of internal or external databases on the basis of the information provided by the Vendor plus amendment of the information received by the database in question on the basis of empirical values and/or algorithms of CarOnSale when assessing the value of second-hand Vehicles.
- Inspection of the condition of the Vehicle "on the spot" by its own employees or external service providers on the basis of a prescribed checklist and automated creation of a report on that condition (also referred to as a "COS Check") on the basis of the established findings,
- Uploading of Vehicle advertisements placed by Vendors,
- Enabling and supporting the conclusion of contracts via the Online Platform in accordance with Section V.,
- Commissioning of the organisation of the transport of a Vehicle,
- Conclusion of warranty agreements with Purchasers concerning individual Vehicles in accordance with the provisions of the warranty conditions of CarOnSale; the granting of a warranty and the scope thereof shall be determined by CarOnSale in the individual case following a specific inspection of the condition of the Vehicle on the spot at the sole discretion of CarOnSale, and always only for the respective Vehicle,
- Causing documents to be dispatched by service providers to the Purchaser,
- Provision of a complaints tool and non-binding assessment of the material defects on the basis of empirical values when reviewing complaints about defects.

3. CarOnSale does not owe the constant and uninterrupted availability of the Online Platform. CarOnSale owes, as an annual average, an availability of the Online Platform for the agreed services of 98.5 %. This includes any necessary maintenance work. Any interruption may not persist for longer than 48 hours.

III. Registration, Admission and Access to the Online Platform

- 1.** The prerequisite for use of the Online Platform is admission thereto on the part of CarOnSale. The Online Platform is, subject to the subsequent sentence, available only to entrepreneurs as defined in Section 14 BGB (German Civil Code), legal entities under public law and public law special funds. In individual cases, natural persons may also consign vehicles through the online platform. In such cases, the auction will be labeled as "Private Seller" accordingly.
- 2.** The Vendor/Purchaser submits a petition for admission by registering with the Online Platform.
 - a)** For this purpose the Vendor/Purchaser shall be required to authenticate themselves to CarOnSale by way of their business registration or, in the case of businessmen entered in the Commercial Register, by way of an extract from the Commercial Register and a valid personal ID card/passport.
 - b)** A Vendor/Purchaser from a country belonging to the European Union shall be required to inform CarOnSale of a Value Added Tax Identification Number (VAT Id-No.) assigned to it which shall be applied to the contractual relationship between it and CarOnSale. By use of the VAT Id-No., the Vendor/Purchaser confirms that its contractual relationship with CarOnSale/Service GmbH is to be assigned to its commercial enterprise with said VAT Id-No.
 - c)** A Vendor/Purchaser from a country outside the EU shall be required to present to CarOnSale a certificate issued by a responsible body in that country (in Germany the Tax Office, for example), confirming their entrepreneurial status. The date of issue of this certificate must be no more than 12 months in the past. As soon as date of issue of this certificate oversteps this mark, an updated certificate is to be presented to CarOnSale without delay.
 - d)** This certificate must contain the address of the responsible body, the complete name, registered office and address of the company, the indication of the nature of its entrepreneurial activity and a reference to its VAT obligation and tax number.
- 3.** Furthermore, the Vendor/Purchaser must inform CarOnSale of a bank account via which the future payment transactions are to be handled.
- 4.** The representation of the Vendor/Purchaser by any third parties shall require the written power of attorney, which must be presented in its original form upon request.
- 5.** In the context of the registration, the Vendor/Purchaser is required to upload all necessary documents onto the Online Platform. CarOnSale has the right at any time to request additional information and (original) documents to ensure compliance with legal requirements and/or internal compliance guidelines from the Vendor/Buyer.
- 6.** The Vendor/Purchaser guarantees towards CarOnSale that that the statements it has made are true and complete and bears the responsibility for that. It undertakes to inform of all future changes to the statements made without delay.
- 7.** Acceptance of the Vendor's/Purchaser's petition for admission to the Online Platform shall be granted by the activation of its account. The Vendor/Purchaser will be informed of this by e-mail.
- 8.** There is no claim to admission to the Online Platform for the use thereof. CarOnSale is entitled to refuse admission without stating any reasons or to withdraw it on important grounds.

Admission can be refused or withdrawn in particular should there be reasonable grounds to suspect that a Vendor/Purchaser had made false statements when registering, is abusing the services of

CarOnSale, violating the rights of third parties, has culpably damaged or impeded the functional capability of the services of CarOnSale, in the event of default/non-fulfilment of contractual obligations (in particular violations of these GTC), of insolvency or settlement proceedings concerning the assets of the Vendor/Purchaser or should such proceedings be due to lack of substance; there shall be no claim to the refunding of any fees paid by the Vendor in such a case. The Vendor/Purchaser may avert these measures should it dispel the suspicions by presenting appropriate proofs at its own costs.

9. The Vendor/Purchaser is entitled at any time to de-register with CarOnSale with immediate effect, whereby any declarations made up to this point in time shall remain effective also after de-registration. In the event of the existence of a special (cooperation) agreement with a Vendor/Purchaser the running terms and cancellation regulations thereof are to be heeded, however.

10. The login data are individualised and may be used only by the respectively entitled Vendor/Purchaser. The Vendor/Purchaser is under an obligation to keep login and password secret and to protect them against unauthorised access by third parties. Third parties within the meaning of this do not include its own employees and authorised representatives who are entrusted with the operating of the Online Platform. The Vendor/Purchaser is responsible for the actions and omissions of its employees and authorised representatives as well as any third parties using the services of CarOnSale by means of the access data of the Vendor/Purchaser.

11. The Vendor/Purchaser shall inform CarOnSale immediately of any loss, theft, violation of the obligation to secrecy or any risk of an abuse of the access data. The Vendor/Purchaser shall bear the responsibility for any usage of the services of CarOnSale by means of its access data within 1 working of any such notification including all direct or indirect consequences.

12. The Vendor/Purchaser shall be required to compensate CarOnSale for all losses that the latter suffers deriving from liability under Section 25 e of the VAT Act due to any taxes not being paid by the Vendor/Purchaser in question.

13. The Vendor/Purchaser may use the Online Platform only for its own purposes; the use of the Online Platform for third parties, for the account of third parties or by order of a third parties is not permitted.

IV. Creation and Costs of an Advertisement and Condition Report

1. Costs of an Advertisement

The creation and publication of advertisements on the Online Platform is, as a general rule, free of charge. The obligation to pay fees for other services remains unaffected by this, even if they are performed in connection with the creation and publication of advertisements. As from the 4th posting of the same Vehicle, CarOnSale shall have the right to charge the Vendor a fee amounting to € 29.00 (net) for each posting of or publication of an advertisement for said Vehicle. CarOnSale shall have the right, in the future, to charge from the very first posting of a Vehicle a fee of up to € 50.00 (net) for the creation or publication of advertisements on the Online Platform, provided the levying and the amount of said fee have been notified to the Vendor beforehand by telephone, e-mail or an announcement on the website. The right to levy the aforementioned fee on the part of CarOnSale shall not be affected should an advertisement not be published for reasons for which the Vendor bears the responsibility.

2. Creation and Publication of an Advertisement

a) As a general rule, advertisements are created on the basis of vehicle data and documents provided by the Vendor, either manually and/or by the automated conversion of files and/or the automated request for data from the Online Platform. Every advertisement contains a Condition Report (also known as "VEHICLE EXPOSÉ"). CarOnSale reserves the right to reject the creation or publication of

advertisements in an individual case or to limit the number of advertisements of one Vendor running at the same time.

b) The Vendor may commission CarOnSale via the Online Platform or in any other manner accepted by CarOnSale with the creation and publication of an advertisement for the sale of a Vehicle.

c) The Vendor commissions CarOnSale via the Online Platform with the task of creating an advertisement for a Vehicle by clicking the button "+ New Auction" and subsequently following the displayed instructions and making the requested statements pertaining to the Vehicle in question. It is particularly important for the clearance of an advertisement that at least four images of the Vehicle should be uploaded. The Vendor may specify a minimum price that is the least that it hopes to achieve for the Vehicle, and also activate the Purchase Immediately option and state the desired duration of the auction. By clicking the button "Create Now", the Vendor bindingly commissions CarOnSale with the task of creating an advertisement for the Vehicle being marketed. The advertisement will subsequently appear under "My Auctions" in the category "Not yet published." After further data (VAT declarable, details on re-import, intended purpose, stipulation of minimum price and duration of the auction) have been supplied, the auction may begin. The duration of the auction specified by the Vendor may be prolonged during an online auction (cf. Section V. 1. on this) as follows: Should a Purchaser, within 20 seconds before the expiry of the actual auction period ("**Hot Bid Phase**"), submit a new highest bid, the residual time for the auction shall be 20 seconds calculated from the time of the submission of the new highest bid; this prolongation of the duration of the auction shall continue until such time as no Purchaser submits a new highest bid during the Hot Bid Phase (the total running time of an auction: "**Bidding Period**").

d) The Vendor has the possibility of creating an advertisement itself by clicking on the button "Advertise by way of an Expertise". The Vendor may subsequently upload a Condition Report or Expertise in the PDF-Format. By means of automated conversion and/or the automated request for information, the data necessary for the statements pertaining to the Vehicle will thereupon be extracted. The advertisement for the Vehicle in question will be created by way of the Vendor confirming the inquiry as to whether the Vehicle should be imported via the button "Create Vehicle." The advertisement will thereupon appear under "My Auctions" in the category "Not yet published." Some individual details about the Vehicle will be inquired about there, and a minimum and immediate purchasing price as well as the desired Bidding Period may also be specified. The Vendor has the possibility of reviewing the advertisement there before submitting the advertisement to CarOnSale for review by clicking the button "Review Now". Should the Vendor advertise by way of an expertise, said expertise shall replace the Condition Report.

e) When creating an advertisement the Vendor shall be entitled to rule out the possibility of the Vehicle being collected by the Purchaser and to make the coming into being of a purchasing contract dependent upon the Vehicle being transported to the Purchaser at the latter's expense by a transport company to be commissioned by CarOnSale, also at the cost and risk of the Purchaser (hereinafter referred to as a "**Transport Advertisement**"). CarOnSale shall inform the Vendor and the Purchaser by e-mail or via the website as to whether it is prepared, in the event of a sale, to commission the transport of the Vehicle at the costs and risk of the Purchaser. CarOnSale may refuse the commissioning of the transport without stating any reasons. Furthermore the provisions of Section VII. 3. of these GTC shall apply to the organisation of the transport.

f) The Vendor is responsible for the accuracy and completeness of the data and documents it supplies (cf. the point Section 4 below on this). The Vendor is in particular under an obligation to review the advertisements created for accuracy and completeness and, if need be, to report any possible discrepancies to CarOnSale via the Online Platform without delay.

CarOnSale reserves the right to assign advertisements to so-called auction rooms. Auction rooms contain several advertisements of vehicles that have certain common characteristics (e.g., mileage over 100,000). Buyers do not have a claim with respect to the characteristics stated in the description of an auction room; if the vehicle has different characteristics, the information in the condition report is decisive. Vendors do not have a claim to publication in a specific auction room.

g) Advertisements shall, prior to their publication, be reviewed by CarOnSale for their general suitability for publication. CarOnSale is entitled to reject the publication of an advertisement on justified grounds (e.g. incompleteness, violations of these GTC or any statutory provisions) or to make publication dependent on the fact that the Vendor alters them in accordance with the instructions of CarOnSale. CarOnSale shall inform the Vendor by e-mail of the publication of the advertisement.

h) CarOnSale is entitled to remove any unsuitable contents from advertisements as well as an advertisement as a whole or to refuse the publication thereof or to demand that the Vendor should remove them and to exclude the Vehicle from participation in an online auction – including one that is ongoing. In the case of repeated violations against the rules for the creation of advertisements, the Vendor may be provisionally or finally excluded from use of the Online Platform. Unsuitable contents are in particular any that violate these GTC, the rights of third parties, existing contracts or valid law, official decrees or the principles of common decency, contain incorrect statements (in particular discrepancies between the statements made by the Vendor and the actual condition of the Vehicle) or manipulated components or which in other ways do not correspond to the demands made upon the designing of advertisements or do not have any thematic connection to the usual components of an advertisement for the sale of a Vehicle (e.g. political statements, adverts for other products or services with no reference to the Vehicle being sold).

i) CarOnSale reserves the right to demand lump-sum compensation amounting to € 50.00 (net) for the removal of unsuitable contents, insofar as the Vendor is responsible for the violation. The Vendor shall retain the right to prove that CarOnSale has suffered no losses or losses significantly less than the aforementioned lump sum. In such a case, there shall be no entitlement to the repayment of any fees paid by the Vendor.

3. Commission to create a Condition Report

a) The Vendor may commission CarOnSale via the Online Platform or in any other manner accepted by CarOnSale to create a Condition Report required for the Vehicle advertisement at the former's costs.

b) CarOnSale is entitled to charge the Vendor with an admission fee of € 99.00 (net) for each vehicle for which CarOnSale has prepared a condition report. Furthermore, CarOnSale is entitled to invoice a fee of 49.00 € (net) if the vehicle's registration was not done through the online platform. Besides this the scope, price and other conditions for the creation of the Condition Report are oriented towards the individual services agreement between Vendor and CarOnSale. CarOnSale specifically does not act as a vicarious agent of the Service GmbH.

c) Should such an order be placed CarOnSale shall confirm the acceptance thereof by e-mail, orally, by telephone and/or by information on the Online Platform. CarOnSale may refuse acceptance of the order without stating any reasons.

d) CarOnSale is entitled to commission external service providers with the creation of the Condition Report. In this case also, CarOnSale shall remain the sole contractual partner of the Vendor.

e) Condition Reports created by CarOnSale or with which external service providers have been commissioned and all positional statements and other performances connected therewith may be

used solely for the sale of the Vehicle in question via the Online Platform of CarOnSale. Any other usage shall require the consent of CarOnSale.

f) Should, in the Condition Report, there be any deviations from the description of the Vehicle provided by the Vendor, it is the details in the Condition Report that shall be decisive for the creation of the advertisement and the advertisement shall be based upon those.

g) CarOnSale does not act as an agent of the Service GmbH when creating and publishing an inspection report.

4. Instructions on and Liability for the Advertising of a Vehicle and the Creation of a Condition Report

a) Insofar as CarOnSale or an external services provider commissioned by it should require a power of attorney from the Vendor for the creation of an advertisement or Condition Report in order to, if necessary, obtain information from third parties (e.g. DAT), the Vendor shall provide this at the request of CarOnSale. The costs incurred for obtaining information from third parties shall be borne by the Vendor. Any disadvantages incurred due to the power of attorney not being granted shall be to the detriment of the Vendor.

b) The Vendor shall furthermore be required to provide CarOnSale with all data and documents required for the creation of an advertisement and/or Condition Report free of charge. It must indicate truthfully all characteristics and features regarded as necessary for the purchasing decision in business dealings as well as any defects. These include in particular the vehicle identification number, date of initial registration, number of holders, previous use/origin of the Vehicle (e.g. re-import), accessories, number of keys, details of standard or differential taxation, mileage and accident or previous damage. The Vendor must provide detailed and comprehensive information concerning accident/previous damage as well as any technical defects. In the event of any not rectified accident damage, this is to be done by indicating the probable repair costs, insofar as these are known. Proof of repairs (e.g., for accident/previous damage) must be presented by the Vendor. Unless anything to the contrary is explicitly indicated in the advertisement, the Vendor guarantees towards CarOnSale/Service GmbH that the Vehicle is ready to start and roadworthy. Should that not be the case, it must point this out. The Vendor has the option of uploading images and other documents pertaining to the Vehicle.

c) The Vendor is responsible for the accuracy and completeness of the data and documents it delivers (cf. Section IV. 2. f on this). The Vendor is liable to pay compensation to CarOnSale or the Service GmbH for any losses that the latter suffers due to inaccurate or incomplete data and documents. Any disadvantages deriving from inaccurate or missing details as well as documents submitted late or not received shall be to the detriment of the Vendor. In the event of a complaint (= the assertion of statutory or contractual rights due to a negative discrepancy between the actual and the nominal condition) on the part of a Purchaser due to incorrect or missing statements pertaining to the Vehicle made by the Vendor, CarOnSale shall charge the Vendor a fee of € 99.00 plus the valid rate of VAT at the given time. The contractual penalty will be offset against any compensation claim. Insofar as the compensation claim should exceed the contractual penalty, it may be additionally asserted.

d) By posting a Vehicle or commissioning CarOnSale to post a Vehicle, the Vendor guarantees towards CarOnSale and Service GmbH that the Vehicle is its own unrestricted property or that it is entitled to sell and convey the Vehicle.

The offering of Vehicles is, in case of so called "Exclusive Auctions" exclusive, i.e. the Vendor is not permitted, without the consent of CarOnSale granted in text form as a minimum requirement, to actively offer a Vehicle for sale elsewhere during an ongoing auction or digital renegotiations or to dispose of it in any other manner. In the event of any contravention of this, CarOnSale reserves the

right to demand flat-rate compensation amounting to € 99.00 (net). This compensation may be fixed at a higher or lower rate, should CarOnSale be able to prove higher losses or the Vendor lower losses. CarOnSale furthermore reserves the right to block the Vendor in the event of contravention.

e) The Vendor is not entitled to demand the premature termination of an ongoing auction prior to the expiry of the Bidding Period. Should a premature termination of the offer nonetheless come into being at the instigation of the Vendor, CarOnSale shall be entitled to charge the latter a fee according to the price list, but at least € 199.00 (net). Any claims for damages remain unaffected by this.

f) CarOnSale is entitled to abort online auctions, even when bids have been received, should it establish that an advertisement does not agree with the facts and/or contains unsuitable contents according to Section IV. 2. h). In the event of such an abortion, no purchasing contract shall come into being.

g) CarOnSale and Service GmbH are not liable to the Vendor and Purchaser for missing or incorrect Vehicle data/descriptions and other details provided on the Online Platform and in the Condition Report. CarOnSale and Service GmbH are not obligated to verify the accuracy and completeness of the information on the online platform and in the inspection report.

h) The Condition Report and other details provided on the Online Platform, in particular the detailed view of the auction, are not to be understood as subjective quality agreements between the Purchaser and the Service GmbH. This shall also apply should the Condition Report have been compiled by CarOnSale.

i) Offered vehicles, especially vehicles with diesel engines from various manufacturers, may, in view of current legal developments, have characteristics that may hinder or prevent the vehicle's approval, suitability for approval, or operation within the EU, regardless of the presence of an EC type approval and/or a Certificate of Conformity. This may be due to non-compliant exhaust emission and/or emission control systems (e.g., in the form of legally impermissible defeat devices, legally impermissible thermal windows, etc.) or unauthorized software components, which, in individual cases, may also lead to operating restrictions or prohibitions imposed by the competent authority. CarOnSale and Service GmbH are not obligated to verify the approval, suitability for approval, or operation permit of a vehicle and/or to provide information on this matter. This also applies when the inspection report was created by CarOnSale.

j) CarOnSale is not obligated to inspect vehicles in advance for prior damage and accidents that may have been repaired or corrected, or to examine them for characteristics that may hinder or prevent the vehicle's approval, suitability for approval, or operation within the EU (e.g., due to non-compliant exhaust emission and/or emission control systems, such as legally impermissible defeat devices and/or thermal windows, or unauthorized software components). In this regard, liability of CarOnSale and Service GmbH is excluded.

k) CarOnSale and a Purchaser may, in an individual case, conclude separate warranty agreements in accordance with the warranty conditions of CarOnSale with regard to individual Vehicle data descriptions of a Vehicle in the Condition Report or on the Online Platform. The granting of a warranty and the extent thereof will be determined by CarOnSale in the individual case at the latter's sole discretion subsequent to a specific inspection of the condition of the Vehicle on the spot and at all times only for the respective Vehicle. Purchasers shall not have any claim to this.

l) The Vendor exempts CarOnSale from all costs that the latter might incur as a result of the details provided by the Vendor in accordance with this Section IV. being inaccurate or incomplete and/or the Vehicle not being free from third party rights. This also includes the costs of pursuing legal remedies.

V. Conclusion of Purchasing Contracts via the Online Platform

CarOnSale offers various possibilities for concluding contracts via the Online Platform. The offer to conclude a contract as well as the acceptance of the offer may, in particular, be made in the context of an online auction, an immediate purchase or renegotiations.

1. Online Auction

a) When a Vendor posts a Vehicle for sale by way of an advertisement in an online auction, it, in case of an exclusive auction, submits an offer, binding until the expiry of the Bidding Period, to conclude a purchasing contract with the Service GmbH concerning a Vehicle for the highest bid submitted during the Bidding Period, except if otherwise provided for in the last sentence of this lit. a). The point in time when the Bidding Period expires is also known as the "Award". This bid is subject to the condition precedent that an effective purchasing contract comes about between the Service GmbH and a Purchaser. Should the Vendor stipulate a minimum price when posting a Vehicle, the offer is also subject to the additional condition precedent that the minimum price stipulated is achieved. These so called Exclusiv Auctions are referenced as "Exclusive Auction" on the platform. For the avoidance of doubt: Advertisements in online auctions that are not marked with the reference "Exclusive Auction" (such advertisements: "**Reserve Auctions**") are not a binding offer withing the meaning of the preceding sentences.

b) The Service GmbH accepts all offers to purchase a Vehicle from Vendors submitted in accordance with lit. a) in course of Exclusive Auctions. For the Vehicle that is the subject of the auction in question, the Service GmbH thereafter submits a binding offer for the conclusion of a purchasing contract with that Purchaser who submits the highest bid during the Bidding Period. Should the Vendor stipulate a minimum price when posting a Vehicle, the offer of the Service GmbH shall be subject to the additional condition precedent that the minimum price stipulated is achieved.

c) Upon submitting a bid, the Purchaser accepts the offer of the Service GmbH for the purchase of a Vehicle. This acceptance is subject to the condition precedent that this Purchaser is the highest bidder within the Bidding Period. A bid becomes ineffective should another Purchaser submit a higher bid within the Bidding Period. A Purchaser may submit one or more bids during the running time of an online auction. The submission of a bid is effected **(i)** by way of the Purchaser entering, in the area provided for that purpose, a sum of money that must be at least 50 EUR (in the event that the previous highest bid should be less than 5,000 EUR) or 100 EUR (in the event that the previous highest bid should be EUR 5,000 or more) in excess of the current bid and then clicking the Button "Bid"; or **(ii)** by entering a maximum bid via the bidding agent by way of the Purchaser entering its maximum bid in the area provided for that purpose and thereafter clicking the Button "Bidding Agent"; in this case the Bidding Agent, whenever the price entered by the Purchaser is outbid, automatically increases the bid submitted on behalf of that Purchaser to exceed the bid of the respective other Purchaser by € 50 (in the event that the previous highest bid should be less than 5,000 EUR) or by 100 EUR (in the event that the previous highest bid should be EUR 5,000 or more) until the maximum bid selected by the Purchaser has been reached and/or **(iii)** by pressing colour-coded switch area in the bidding stages indicated there. Subject to the proviso of a bid being submitted during the Hot Bid Phase, the Purchaser will be asked to confirm this bid subsequent to stages (i), (ii) and (iii). The Purchaser submits a binding offer by pressing the "Confirm" Button. Should the Purchaser, before confirming, notice that it had made an error when entering its bid, it may correct this by clicking the "Abort" Button. Should stages (i) and (iii) be implemented during the Hot Bid Phase, the Purchaser shall submit a binding offer upon entering that offer without pressing the "Confirm" Button. Should the Vendor have stipulated a minimum price the Purchaser, after having submitted its offer, will be informed via the Online Platform as to whether its offer has reached the minimum price. CarOnSale reserves the right to publish any minimum price stipulated by the Vendor in the context of the online auction on the Online Platform. Upon submitting a bid in response to a Transport Advertisement, the Purchaser additionally consents

to the awarding of a transport contract to a transport company at its own costs and risk by CarOnSale in accordance with Section VII. 3.

d) During the running time of an auction, the Vendor is not permitted, either itself or indirectly through the agency of a third party, to submit bids for a Vehicle it has posted itself.

e) Section 156 BGB (German Civil Code) is explicitly excluded.

f) CarOnSale reserves the right to remove individual Vehicles from an ongoing auction, even if bids for it have already been submitted. No claims shall accrue to any of the bidding Purchasers from this.

g) Should the Vendor have stipulated a minimum price and the highest bid submitted by a Purchaser within the Bidding Period should fall short of said minimum price, no effective purchasing contract shall come about initially. In such a case the highest bid under the minimum price shall represent the rejection of the offer of the Service GmbH on the part of the Purchaser and a new offer for the conclusion of a purchasing contract for the bid submitted, to which offer the Purchaser shall be bound for 3 working days, starting from the point in time of the failure of renegotiation (see sec. V. 2. b.) (the **“Renegotiation Period”**). The Service GmbH accepts this offer subject to the condition precedent that the Vendor, in its turn, accepts the offer of the Service GmbH to conclude a purchasing contract with the Service GmbH for the reduced price in accordance with the following sentence. The Service GmbH shall thereupon submit to the Vendor an offer for the conclusion of a purchasing contract at the reduced price. The Vendor accepts this offer by, at first, clicking on the Button **“Sell for [price bidden in the respective case] Euros”** and thereafter, in response to the ensuing request in which it is asked to confirm that it is willing to sell the Vehicle at the reduced price, clicking on **“Confirm”**. In this case the Purchaser will be informed that its offer has been accepted immediately via its account.

h) In case of a Reserve Auction (see lit. a)) no valid purchase contract is being concluded with the lapse of the Binding Period. In such a case the highest bid of a Purchaser shall represent a new offer for the conclusion of a purchase contract, to which the respective Purchaser is bound for 5 working days starting from the expiry of the Bidding Period. Service GmbH accepts this offer subject to the condition precedent that the Vendor, in its turn, accepts the offer of the Service GmbH to conclude a purchasing contract with Service GmbH for a purchase price equaling the highest bid of the Purchaser. Regarding the offer of Service GmbH to the Vendor as well as the acceptance of the offer by the Vendor, sentences 4 through 6 of Section V. 1) g) shall apply accordingly.

i) When a bidding agent is used, the maximum bid selected shall constitute the highest bid of the Purchaser for the purposes of this section, in particular paragraphs (g) and (h).

2. Renegotiation

Should the Vendor not accept the purchasing contract at the reduced price, a purchasing contract may come about through renegotiation.

The Vendor and that Purchaser that has submitted the highest bid that falls short of the minimum price will, in such a case, be informed by way of an announcement on the Online Platform and/or by a Account Manager of CarOnSale by telephone, via the Online Platform, the mobile app **“CarOnSale”** or by e-mail, that both the Vendor and the Purchaser who has submitted the highest bid that falls short of the minimum price both have a final opportunity to submit their offers.

a) The Vendor may, in the context of digital renegotiations, stipulate a lower price, to which the Vendor shall then be bound until the expiry of the Renegotiation Period, by entering this prices in the space provided for that purpose, clicking on the **“Submit an Offer”** Button and thereafter, in response

to the ensuing request in which it is asked to confirm that it is willing to sell the Vehicle for the reduced price, clicking on "Confirm"; should the Vendor notice that it has made an entry error, it may click on the "Abort" Button instead. The Service GmbH accepts this offer subject to the condition precedent that the Purchaser accepts its corresponding offer for the conclusion of a purchasing contract for the price offered and shall thereafter submit to the Purchaser an offer for the conclusion of a purchasing contract for that price. The Purchaser may accept this offer within the aforementioned period of time by clicking on the "Submit an Offer" Button and thereafter, in response to the ensuing request in which it is asked to confirm that it is willing to purchase the Vehicle for the reduced price, clicking on "Confirm"; should the Purchaser notice that it has may an entry error, it may click on the "Abort" Button instead. The Purchaser may also reject this offer and in its turn submit a new offer, to which it is likewise bound until the expiry of the Renegotiation Period, by entering a price in the space provided for that purpose and clicking on the "Submit an Offer" Button. For the acceptance of this offer on the part of the Service GmbH the regulations in the above Section V. 1. g), sentences 3 to 5 apply accordingly.

b) Within the scope of this digital renegotiation, both Purchaser and Vendor may each submit 4 offers until the time of the failure of renegotiation. A "failure of renegotiation" shall be assumed if (i) no agreement is reached within 96 hours since the start of the digital renegotiation or, if this point in time occurs earlier, (ii) both Purchaser and Vendor have made clear that they are not willing to enter into further price negotiations by pressing the "Stop" button. If no agreement on the purchase price is reached within the Renegotiation Period, no purchase agreement shall be concluded. Purchaser and Vendor are each bound to offers made in course of the digital renegotiation until the Renegotian Period.

c) In addition, renegotiation may be conducted via an Account Manager of CarOnSale. In this case, an Account Manager of CarOnSale shall contact the Vendor and the highest-bidding Purchaser by telephone and attempt to broker an agreement between the aforementioned parties about the price of the Vehicle. In such renegotiations, the Service GmbH accepts all offers submitted by **(i)** the Vendor immediately, subject to the condition precedent that the Purchaser accepts its offer for the conclusion of a purchasing contract for the respective price and shall then submit to the Purchaser an offer for the conclusion of a purchasing contract for the respectively proposed price and **(ii)** by the Purchaser subject to the condition precedent that the Vendor in its turn accepts the offer for the conclusion of a purchasing contract with the Service GmbH for the respectively proposed price and thereafter submit to the Vendor an offer for the conclusion of a purchasing contract for that very price. Purchaser and Vendor are each bound to offers made after the failure of renegotiation for 3 working days. Should a purchasing contract come into being through remigrations in accordance with this lit. c), CarOnSale shall be entitled to charge the Purchaser a "Premium" fee amounting to € 10.00 (net).

d) The provisions of the renegotiation of lit. a) through c) of this Section 2 shall apply accordingly in case of a Reserve Auction, if the offer of the highest bidder has not been accepted by the Vendor or Service GmbH, respectively, in accordance with Section V. 2. a).

e) The GTC shall also apply should purchasing contracts come into being between the Vendor and the Service GmbH or between the Service GmbH and the Purchaser which, in an individual case, deviate from the provisions of this Section V.

3. Immediate Purchase

The Vendor may, prior to the beginning of the auction, also stipulate an immediate purchase price. In this case, the Vendor's offer to acquire the Vehicle for this immediate purchase price may be accepted at any time within the running time of the online auction. The Service GmbH accepts all offers from Vendors to acquire a Vehicle for an immediate purchase price subject to the condition precedent that an effective purchasing contract between the Service GmbH and a Purchaser concerning the

immediate purchase price by way of immediate purchase should come into being. The Service GmbH shall thereupon submit a binding offer for the conclusion of a purchasing contract for the Vehicle that is the object of the respective auction for the immediate purchase price. A Purchaser may accept an immediate purchase offer by clicking on the Buttons ""Immediate Purchase". The auction shall end upon acceptance of the immediate purchase offer. The purchasing contract between the Service GmbH and the Purchaser shall come into being upon the acceptance of an immediate purchase offer on the part of the Purchaser.

VI. Prices, Fees, Payment Processing, Surety Retention and Remuneration Adjustment

1. Prices

The price for the respective Vehicle is, insofar as VAT is incurred, to be understood as including the statutory rate of VAT valid at the given time.

2. Fees

a) Upon the sale of a Vehicle, CarOnSale shall charge the Vendor a fee according to the current price list at the given time (hereinafter "**Sales Fee**").

b) CarOnSale holds a claim against the Purchaser for remuneration in return for usage of the Online Platform, insofar as the latter, as a consequence of using the Online Platform, should conclude a purchasing contract (hereinafter "**Auction Fee**"). The Auction Fee is incurred for every conclusion of a purchasing contract as a consequence of using the Online Platform and/or any other support service offered by CarOnSale. The amount of the Auction Fee is dependent upon the purchasing price for the Vehicle; its framework may be gathered from the price list of CarOnSale valid upon submission of the bid.

c) The claim on the part of CarOnSale held against the Purchaser to payment of the Auction Fee shall not be affected by any rescission of the contract or re-auctioning, insofar as the rescission or re-auctioning is to be attributed to culpability on the part of the Purchaser.

d) In individual cases, CarOnSale shall be charging the Purchaser a separate lump-sum expenses fee. Should such a case be given, this will be declared separately in the advertisement as "Surcharge".

e) The fees charged by CarOnSale are, insofar as VAT is incurred, to be understood as not including the valid statutory rate of VAT.

3. Maturity and Payment Modalities

a) The price to be paid by the Purchaser for the Vehicle and the Auction Fee shall in each case mature for payment after the conclusion of a purchasing contract. Default on the part of the Purchaser does not presuppose a reminder. The Buyer will receive the vehicle only after the complete fulfillment of their payment obligations and, in this respect, is obliged to make an advance payment.

b) The purchase price to be paid by the Service GmbH to the Vendor shall mature within 7 bank working days after the receipt of a proper invoice to be issued by the Vendor, but under no circumstances prior to the payment of the purchasing price for the Vehicle by the Purchaser to the Service GmbH. The Service GmbH is entitled to deduct the fees to which CarOnSale is entitled to receive from the Vendor when paying the purchasing price to the Vendor.

c) Payments shall be processed via the online payment service "COSPay" (Stripe Payments Europe, Ltd. ("Stripe")). The services description and terms of use (GTC) of Stripe may be inspected at <https://www.stripe.com/de/legal>. No other modes of payment are offered.

d) CarOnSale/Service GmbH are not contractual partners of the Vendor/Purchaser with regard to the processing of the payment of the purchasing price. Relevant services for the Vendor/Purchaser shall be rendered solely by Stripe. CarOnSale/Service GmbH shall not be liable for the services of Stripe; the processing of payments via "COSPay" in particular is not a part of the scope of performance of CarOnSale/Service GmbH and Stripe is not a vicarious agent of CarOnSale/Service GmbH.

e) The Sales Fee to be paid by the Vendor shall mature in accordance with the respective agreement with the Vendor.

f) CarOnSale and Service GmbH offer certain buyers from Germany the option to pay the invoice amounts from CarOnSale and Service GmbH by wire transfer after receiving the invoice and picking up the vehicle ("*Purchase on Invoice*"). When using the Purchase on Invoice option, the provisions of CarOnSale's "*Buy Now, Pay Later*" terms also apply.

4. Surety Retention

Should a Vehicle that has been purchased be exported by the Purchaser from the country where the Vendor has its head office to a different country, the Purchaser must confirm this upon submission of its first bid on the Online Platform. The purchasing price is then to be paid net. The Service GmbH is furthermore entitled to charge a surety retention equivalent to the (fictitious) statutory rate of VAT applicable in the respective case and, in the event of the export of a Vehicle from Austria, plus the amount of the (fictitious) standardised consumption tax) (NOVA). This surety retention will be refunded to the Purchaser as soon as it has proven that the Vehicle it purchased has been exported from the country in question. To this end a Purchaser from a third country is required to present to CarOnSale a completed export accompanying document from the border customs office of the third country upon which the export is endorsed. The Purchaser from a country in the EU shall be required to provide proof of the export of a Vehicle to a different EU country by means of a confirmation of arrival and a (CMR-) consignment note.

5. Remuneration Adjustment

In the event that CarOnSale should plan any changes to any of the forms of remuneration explicitly quantified in these GTC, CarOnSale shall inform the Vendor/Purchaser with account in good time. To this end CarOnSale shall communicate the intended change beforehand, at least one week in advance, by electronic communication paths, for example by e-mail or via the Online Platform. The Vendors/Purchasers consent to the price alteration of these conditions should they continue to use the Online Platform after the changes have come into effect. Should Vendors/Purchasers contradict changes to these GTC, CarOnSale reserves the right to serve an ordinary notice of cancellation on all contractual relationships.

VII. Processing of the Purchase, in particular the Transport and Collection of the Vehicle by the Purchaser and the Transfer of Ownership and Risk

1. Vehicle Documents

a) After the receipt of the purchase price, the Vendor is required to submit, at its own costs, the Registration Certificate Part II and the De-registration Certificate, plus – insofar as this is available – the Registration Certificate Part I or, in the case of Vehicles from other countries, the foreign certificates of registration and de-registration plus the COC-document, within two working days to the

services provider specified by it to CarOnSale. Should the Registration Certificate Part II not be available to the Vendor, it must send a clearance certificate from the Federal Motor Vehicle Transport Authority (KBA)/a German licensing authority. In the case of Vehicles that come from other countries, the equivalent papers from the responsible foreign authority are to be sent.

b) The risk connected with the dispatching of the documents listed in lit. a) to the services provider specified by CarOnSale shall be borne by the Vendor. CarOnSale recommends dispatching the documents by registered letter or by courier service, in order to guarantee the tracking of the dispatch.

c) After the irrevocable receipt of the payment of the purchasing price and the Auction Fee from the Purchaser, CarOnSale shall instruct the services provider specified by it to send the Vehicle Documents to the Purchaser. The services provider shall send the Vehicle Documents to the Purchaser after having examined them. The costs for the examination and sending of the Vehicle Documents are to be borne by the Purchaser and these will be invoiced to the latter by CarOnSale. The risk shall be borne by the Purchaser.

d) Insofar as the Vendor should not dispatch the Vehicle Documents specified under lit. a) of this Section within a deadline of two working days following receipt of the purchase price to the services provider nominated by CarOnSale, CarOnSale is entitled to charge the buyer up to € 20.00 (net) per day from the 3rd working day after receipt of the purchase price payment until the day of receipt of the vehicle documents. The contractual penalty is credited against a claim for damages. To the extent that a claim for damages exceeds the contractual penalty, it can also be asserted additionally.

2. Collection of a Vehicle by the Purchaser

a) The Purchaser has, subject to the proviso of a Transport Advertisement (cf. Section IV. 2) and upon irrevocable receipt of the payment of the purchasing price and the Auction Fee, the possibility of itself collecting the Vehicle itself from the Vendor, from a place agreed upon between the Purchaser and the Vendor or, in the case of the Compound Solution (cf. Section VII. 3. m)), from the place of custody. Should a Vehicle be collected by the Purchaser, the handover is to be documented in writing and to be confirmed to CarOnSale by the Purchaser on the Online Platform.

b) The Purchaser is under an obligation to collect the Vehicle from the Vendor within 9 working days from the coming into being of the purchasing contract after previously agreeing a date.

c) Should the Vehicle, due to a circumstance for which the Purchaser bears the responsibility, not be collected within the deadline specified in lit. b), CarOnSale is entitled, with the consent of the Vendor, to occasion the transport of the Vehicle to the Purchaser or to have the Vehicle transported for storage with a custodian from the 10th working day subsequent to the coming into being of the purchasing contract. The Purchaser shall be required to refund to CarOnSale the costs of the transport and any storage of the Vehicle incurred as a result of this. Furthermore, the Purchaser shall be required in such a case to pay compensation expenses to CarOnSale amounting to € 50.00 (net). Should the Purchaser collect the Vehicle from the Vendor after the transport company has been commissioned by CarOnSale, but prior to the implementation of the transport by the transport company, it shall be additionally required to pay flat-rate compensation amounting to € 100.00 (net) to CarOnSale. With regard to both above flat-rate payments, the Purchaser shall retain the right to prove that CarOnSale has suffered either no losses or losses significantly less than the above flat-rate payments.

d) Should the Vehicle, due to a circumstance for which the Purchaser bears the responsibility, not be collected within the deadline specified in lit. b), CarOnSale shall be entitled, as from the 10th working day subsequent to the conclusion of the purchasing contract until and including the collection of the Vehicle by the Purchaser or a transport organised by CarOnSale in accordance with lit. c), to charge the Purchaser parking fees of up to € 20.00 (net) per day. These parking fees are to be increased in case

the Vendor charges CarOnSale/Service GmbH with higher parking fees. Should it not be possible for the Vendor to park the Vehicle on its own company premises and should it remove it to an external custodian for storage, the Purchaser shall be required to refund to the Vendor the storage costs incurred as a result. CarOnSale will assert the above parking fees and/or storage costs on behalf of the Vendor against the defaulting Purchaser.

e) Insofar as a vehicle should not be collected by the Purchaser within the deadline specified in lit. b,) and, as a consequence, be transported to a custodian in accordance with lit. c), CarOnSale shall inform the Purchaser of the new location from which the Vehicle may be collected by e-mail, via the Online-Platform or mobile app "CarOnSale" and draw its attention to the fact that CarOnSale will rescind the purchasing contract and post the Vehicle in another auction and, subsequent to a renewed auctioning of the Vehicle, assert claims for compensation should the Vehicle not have been collected by, at the very latest, the 30th day, after from the day the purchasing contract came into being.

f) In the case of the Vehicle being collected by the Purchaser, the risk of the accidental destruction, accidental damaging or accidental loss thereof shall be transferred upon the handover of the Vehicle to the Purchaser or its vicarious agents. Should the Vehicle not be collected within the deadline specified in lit. b), this risk shall be transferred to the Purchaser as from the 10th working day after the day the purchasing counteract came into being.

g) Should, in the event of collection by the Purchaser, the Vehicle not have been collected by, at the very latest, the 30th working day after the day the purchasing counteract came into being and should the Service GmbH not yet have rescinded the purchasing contract with the Vendor by this point in time, the Vendor shall be entitled to demand that the Vehicle should be collected by the Service GmbH and, should the Vehicle not have been collected by the Service GmbH within a further 5 working days after receipt of the above collection demand, to rescind the purchasing contract with the Service GmbH.

h) In the event of the collection of the Vehicle by the Purchaser, the Purchaser shall be required to verify the collection by way of the pendant, clearly visible inside the Vehicle upon collection, with QR and PIN code. CarOnSale reserves the right to charge the customer a flat-rate fee amounting to EUR 50 (net), should the latter not confirm the receipt of the Vehicle by way of the QR or PIN code. The Purchaser retains the right to prove that CarOnSale has suffered no or considerably lower losses than the above flat-rate.

3. Transport Organisation by CarOnSale

a) The Purchaser of a Vehicle may, within 3 days of the coming into being of the purchasing contract, commission CarOnSale via the Online Platform or in any other manner accepted by CarOnSale, to occasion the transport of the Vehicle to the delivery address specified by it in return for a fee. CarOnSale reserves the right to temporarily store or have temporarily stored the vehicles to be transported (e.g. for logistical reasons).

b) The costs of the transport will be quantified at the time of commissioning on the Online Platform. Incorrect or incomplete statements by the Purchaser may lead to an increase in these costs. The Purchaser submits a binding offer to CarOnSale to conclude a transport contract via the Online Platform (hereinafter "**Transport Commission**"), by, under "Additional Services", selecting "Transport" for booking. Thereafter, the Purchaser will be requested to confirm the booking. The Purchaser submits a binding offer by pressing the "Confirm" Button. The Purchaser may also submit a binding offer by other means, in particular orally to an Account Manager of CarOnSale. Offers submitted by the Purchaser concerning a Transport Commission are always subject to the condition precedent that an effective purchasing contract comes into being between the Service GmbH and the Purchaser

concerning the Vehicle in question. The content of this transport contract is the organisation by CarOnSale of the transport of the Vehicle to the address indicated by the Purchaser. If CarOnSale accepts this Commission, it shall inform the Purchaser accordingly by e-mail or via the Online Platform in the form of an order confirmation. CarOnSale is entitled to refuse acceptance of this Commission without stating any reasons.

c) The Purchaser has the right to cancel its Transport Commission within 24 hours free of charge. Should cancellation ensue at a later point in time, the Purchaser shall be required to pay CarOnSale flat-rate compensation amounting to 15 % of the agreed transport costs. This compensation is to be increased or decreased, should CarOnSale be able to prove higher losses or the Purchaser to prove lower ones.

d) Should a contract come into being between the Purchaser and CarOnSale concerning the organisation of the transport of the Vehicle, CarOnSale shall commission in its own name and for its own account a transport company of its choice with the transport of the Vehicle.

e) Transport within Germany shall, as a general rule, be carried out within 10 working days of receipt of the purchasing price by the Service GmbH. Should the transport company's capacity be extensively utilised delays cannot be ruled out in an individual case; the collection of a Vehicle by the transport company from the Vendor must take place, at the very latest, within 30 working days of the coming into being of the purchasing contract.

f) The General German Freight Forwarding Terms and Conditions (ADSp) https://www.dslv.org/fileadmin/Redaktion/PDFs/07_Publikationen/ADSp/DSL-ADSp-2017.pdf shall apply to the implementation of the transport with regard to the relationship between CarOnSale and the transport company, with the exception of the regulations of No. 7.2, 28, 30.2 and 30.3 of ADSp 2017, which are to be applied accordingly in the event of any regresses between the Purchaser and CarOnSale. In the event of any contradictions, these GTC shall take precedence. Once CarOnSale has commissioned the transport company, the latter has fulfilled its obligations towards the Purchaser. The transport company is solely liable for any damage to the vehicle that occurs during transport.

g) Should it not be possible to implement a transport in the manner agreed due to a circumstance for which either the Vendor or the Purchaser bears the responsibility, the flat-rate compensation described under lit. c) is to be paid to CarOnSale by that party to the purchasing contract that is responsible for the circumstance.

Such a circumstance might be:

- The Vehicle is not at the agreed collection point at the agreed time,
- The transport company commissioned by CarOnSale with the transport does not have access to the Vehicle,
- The Vendor is not present at the time of the agreed collection,
- The delivery of the Vehicle is not possible because the Purchaser is not present at the time of the agreed collection or does not grant the transport company access,
- Either the collection or delivery address so not have the necessary features to implement the transport with the suitable transport vehicle,
- The Vehicle is not fit for transportation.

h) Waiting periods incurred by the transport company at the Vendor's or the Purchaser's that last for a period of more than 30 minutes, divergent from the collection or delivery time, shall be charged at a rate of € 50.00 (net) for each half-hour or part thereof, but restricted to maximum of € 500.00 (net) in total. The payment obligation lies with that party which bears the responsibility for the waiting periods incurred by the transport company. The transport company is under no obligation to wait for longer than 30 minutes.

i) CarOnSale is not under any obligation to examine the vehicle to be transported.

j) Open transport vehicles, not covered with plan coverages, are used in the execution of the transport. Any (intermediate) storage of vehicles (e.g., in the case of the compound solution according to item VII. 3. m), does not take place roofed. Unless expressly agreed or required by law, there is no insurance obligation for CarOnSale, Service GmbH or for transport companies commissioned by CarOnSale. The contracting parties are each free to insure the risks associated with the transport of the vehicle at their own expense.

k) The acceptance of the offer to commission a transport company by CarOnSale and/or the organisation of the transport of the Vehicle do not lead to any change in the place of fulfilment between the Service GmbH and the Purchaser; with respect to these two, the obligation to collect from the Vendor's registered office or, in the case of a Compound Solution (cf. Section VII. 3. m)), from the place of custody shall remain unchanged. Should the Purchaser have commissioned CarOnSale with the transport organisation, the risk of the accidental destruction, accidental damaging or accidental loss of the Vehicle shall be transferred to the Purchaser upon the handover of the Vehicle to the transport company.

l) For the assertion of claims for damages incurred during transport or (temporary) storage of the vehicle, the provisions of Section XIII. shall apply accordingly. The limitations of liability of Section XV. shall apply to the transport or storage contract between CarOnSale and the Vendor or Buyer.

m) The Vendor has the possibility, prior to the beginning of an auction already, of commissioning CarOnSale with the collection of a Vehicle and the transport thereof for storage to a custodian (so-called "**Compound Solution**"); the Vendor does not have any claim to said transport and custodianship. In the event of the Compound Solution and in all other cases in which CarOnSale occasions, on behalf of Vendor/Purchaser, a transport or storage that is not directly connected to the sale of a Vehicle via the Online Platform, the provisions of this paragraph shall apply accordingly; the restrictions upon liability listed in Section XV. shall apply to the transport or storage contract between CarOnSale and the Vendor or Purchaser.

4. Obligations of the Vendor

a) The Vendor is required to place the Vehicle ready for collection with all keys and any accessories after receipt of the purchasing price and to hand it over, in return for proof of identity, to the Purchaser or the commissioned transport company, inasmuch as nothing to the contrary has been agreed according to these GTC.

b) Should an auctioned Vehicle be definitively not provided ready for transport or collection by the Vendor and the purchasing contract thus not be fulfilled, CarOnSale shall, insofar as it should already have received payment from the Purchaser, refund the purchasing price to the latter. Inasmuch as the purchasing price should already have been paid to the Vendor, the latter shall be obliged to refund the same.

5. Transfer of Ownership

a) The Service GmbH instructs (i) the Purchaser to accept the Vehicle sold to the latter at its behest and (ii) the Vendor to hand a sold Vehicle over to the respective Purchaser at its behest. Upon the handover to the Purchaser in the event of collection or upon the handover to the transport company, the Service GmbH acquires ownership of a Vehicle in question for a "logical second", which, provided that the Purchaser has paid the purchase price in full, shall immediately thereafter be transferred to the Purchaser.

b) If the Purchaser has not fully paid the purchase price for the vehicle at the time of pickup or upon handover to the transportation company, the sold vehicle remains the property of the Service GmbH until the purchase price is paid in full.

VIII. Other Obligations of the Vendor and Purchaser

1. Purchasers are not allowed to actively make contact during an online auction with a Vendor of a Vehicle which it is interested in Purchasing. In the event of a violation of this ban, CarOnSale shall be entitled to refuse or withdraw a Purchaser's right of admission to the Platform without stating any reasons and to demand compensation from that Purchaser.

2. Vendor and Purchaser are both obliged,

- to report to CarOnSale any technical changes occurring in their field of activity without delay, should these be likely to impair the performance capability or security of the Online Platform;
- to cooperate in the investigation of third party attacks upon the Online Platform, insofar as said cooperation on the part of the Vendor/Purchaser should be necessary;
- to use the Online Platform solely for commercial purposes;
- to supply the data collected at the registration truthfully and completely;
- to maintain the data stored in their Vendor's/Purchaser's account up-to-date at all times and to inform CarOnSale of the opening of insolvency proceedings pertaining to their assets;
- to keep user account data and their password a secret and to store them protected against access by unauthorised third parties;
- to inform CarOnSale without delay upon suspecting or determining that the password has been lost or that the access data have been used by a third party and – insofar as this is possible – to alter the password at once;
- to refrain from all measures that endanger or disrupt the functioning of the Online Platform and not to access data that they are not entitled to access.

3. The Vendor/Purchaser undertakes to compensate CarOnSale for all losses that CarOnSale incurs as a result of the culpable violation of the obligations according to Point 2 above and to furthermore exempt CarOnSale from all third party claims, including lawyers' fees and court costs, which these assert against CarOnSale due to any such breach of obligations. The same shall apply to any claims asserted by third parties due to the violation of their rights or legal violations on the basis of offers and/or content posted by the Vendor/Purchaser.

4. The Vendor/Purchaser undertakes to cooperate in all necessary authorisations, de-registrations, registrations, transcriptions and other required administrative measures insofar as these should be necessary for the fulfilment of purchasing contracts and/or the transferences of ownership in accordance with Section VII. 5.

5. If the Vendor/Buyer fails to provide documents necessary for the execution of purchase agreements or compliance with legal and regulatory requirements within a reasonable timeframe, CarOnSale may charge a fee of €20 (plus the applicable legal value-added tax) per day from the day after the expiration of the deadline until the day of submission of the required documents. The contractual penalty is credited against a claim for damages. To the extent that a claim for damages exceeds the contractual penalty, it can also be asserted additionally.

6. Vendor and Purchaser are required to ensure that the files they transmit do not contain any viruses or harmful programmes. CarOnSale may delete any such files without the Vendor/Purchaser acquiring any claims as a result. CarOnSale reserves the right to claim compensation for any losses suffered due to viruses.

7. CarOnSale is entitled, should there be reasonable grounds for suspecting a violation of their obligations on the part of the Vendor/Purchaser or against applicable law, to block their user account temporarily in order to carry out further investigations. CarOnSale will make the affected user account of the respective Vendor or Purchaser accessible again immediately as soon as the investigations have been completed and the suspicion has been proven to be unfounded. Should, in the course of the investigations, a violation be determined, CarOnSale reserves the right to finally close the Vendor/Purchaser account. In the event of any such block, CarOnSale reserves the right to levy a flat-rate sum of € 50.00 (net) for the expenditure that goes hand-in-hand with that, insofar as the Vendor/Purchaser bears the responsibility for the violation. The Vendor/Purchaser retains the right to prove that CarOnSale has suffered no losses or losses considerable less than the above flat-rate.

8. A further sale of the Vehicle to any third parties by the Purchaser is only permissible after payment of the purchasing price and the handing over of the Vehicle.

IX. Usage Rights of CarOnSale

By transmitting advertisement data, the Vendor/Purchaser grants CarOnSale the following non-exclusive, transferable rights to the same, unrestricted in terms of space and time and including the right to grant sub-licences:

1. the right to archive the contents in any form and in particular to capture them digitised, to post them in databases and store them on storage media and data carriers and to combine them with other works or parts of works;

2. the right to store the contents as it chooses, to reproduce them and make them available or distribute them wholly or partially in electronic or other media and to use them for the purpose of holding an auction;

3. the right to process the contents as it chooses, in particular to amend, abbreviate or supplement them and combine them with other content;

4. the right to use transmitted photos free of charge on websites operated by CarOnSale, especially www.caronsale.com, and to send the photos via email to potential buyers; Vendor/Buyer waive their right to attribution as the author;

5. the right to use the name of the Vendor/Purchaser, its trademarks, logos, advertisements and contents, for example by incorporating the logos of Vendor/Purchaser, advertisements or extracts from them on its own or external websites, in social media, in e-mails or promotional letters, at trade fairs or in print, radio and television marketing campaigns;

6. CarOnSale is permitted to occasion the aforementioned activities to be undertaken by third parties.

X. Intellectual Property Rights, Rights of Usage of the Vendor/Purchaser

1. The trademarks, logos, services, service marks and service names used on the website www.caronsale.com are protected as intellectual property. Any application, alteration, reproduction, distribution or other usage, with the exception of those granted to the Vendor/Purchaser by CarOnSale in these GTC or elsewhere, require the prior written permission of CarOnSale. Any data, information, trademarks, logos, texts, programmes and images from the advertisements posted via the Platform may also be subject to copyright. The application, alteration, reproduction, distribution or other usage thereof, with the exception of those granted to the Vendor/Purchaser by CarOnSale in these GTC or elsewhere is not permitted. The rights of the respective originator remain unaffected by this.

2. The Vendor/Purchaser is granted the non-exclusive, non-transferable, restricted in time to the duration of its right of access to the Online Platform, excluding the right to grant sub-licences, to use contents provided in the context of their right of access.

3. The Vendor/Purchaser is not entitled, without the explicit written consent of CarOnSale, to make automated queries regarding parts of the service offered by CarOnSale, or to systematically extract and/or systematically reuse the same. The Vendor/Purchaser is not entitled, without the explicit written consent of CarOnSale, to deploy data mining, robots or any similar data collection and extraction programmes in order to use significant parts of the service offered by CarOnSale to build up a database of its own and/or for any other form of reuse.

4. The Vendor/Purchaser is not entitled, without the explicit written consent of CarOnSale, to copy contents of the database individually or in their entirety and to make them accessible to other internet sites or other media, unless these contents should exclusively be contents of the Vendor/Purchaser.

5. The linking, integration or any other form of connecting the services offered by CarOnSale or individual elements hereof, is not permitted without the written consent of CarOnSale.

6. Activities on the part of the Vendor/Purchaser that are designed to render the services of CarOnSale non-functional or to make the usage thereof more difficult are forbidden. The same applies to activities that make the performance of the services by CarOnSale or usage of the services by third parties more difficult, insofar as this should not be usage in conformity with the terms of the contract.

7. The Vendors are not permitted to post contents (e.g. by way of links or frames) to the market place that violate legal provisions, official decrees or the principles of common decency. They are furthermore not permitted to post contents that violate the rights, in particular copyright or trademark rights, of third parties.

8. The Vendor guarantees CarOnSale and the other users of the Platform that the goods offered by it in the online auctions do not violate any copyrights, trademarks, patents, other protected rights or company secrets.

9. CarOnSale reserves the right to block external contents should these be punishable under the valid laws or clearly serve the purpose of preparing punishable offences.

10. The Vendor shall exempt CarOnSale from all claims that third parties might assert against CarOnSale due to the violation of their rights or because of legal violations based on the offers and/or contents posted by the Vendor, insofar as the Vendor should be responsible for this. The Vendor also assumes with regard to this the costs of legal defence including all court costs and lawyers' fees.

XI. Data Processing and Adherence to Confidentiality; Preservation of Secrecy

1. CarOnSale is entitled to gather and store personal data and to process and use them for its own purposes. When doing so, it is obliged to adhere in particular to the provisions of the Federal Data Protection Act and the Telemedia Act.

2. CarOnSale is in particular entitled, with respect to the data and details concerning the sale of Vehicles:

- to use, forward and publish them in the context of the avilment of its services made by the Vendor/Purchaser, insofar as this should be necessary for use of those services
- to forward them to the parties to a purchasing contract, insofar as this should be necessary,
- to forward them to third parties insofar as this is demonstrably necessary for the safeguarding of the legitimate interests of third parties or in the public interest, for example should it serve the

purpose of investigating misuse of the Online Platform or the legal prosecution process, e.g. in connection with traffic accidents,

- to forward them in other cases after obtaining the consent of the Vendor/Purchaser,
- to use sales data, i.e. Vehicle data, bidding stages and Vehicle prices in anonymous form.

3. Should the Vendor/Purchaser withdraw its registration, it shall be entitled to have its stored personal data returned, unless CarOnSale should still require these for the processing of contracts.

4. The Vendor/Purchaser is not permitted to use contact data and addresses or any other content that are to be found on the website of CarOnSale for commercial advertising.

5. CarOnSale/Service GmbH will treat all information received from both the Vendor and the Purchaser plus any data and documents to be handed over by them as confidential and use them exclusively in connection with the performance of its services in accordance with these GTC and the individual contracts.

6. The obligations listed above represent for CarOnSale/Service GmbH essential contractual obligations (Major Obligations) of the cooperation agreement concluded with the Vendor and of the respective individual contracts.

XII. Rescission of Contract, Refunding of Payment

1. The Service GmbH is entitled to rescind the purchasing contract with the Vendor, should a Purchaser should justifiably rescind a purchasing contract with the Service GmbH due to missing or incorrect Vehicle data/descriptions.

2. Service GmbH is entitled to withdraw from the purchase agreement with the Vendor and the Purchaser in case of recognizable errors, typographical, or calculation mistakes on the website or during the offer submission.

3. Should the purchasing price not be paid punctually by the Purchaser, the Service GmbH, from the 9th working day subsequent to the conclusion of the purchasing contract with the latter, shall be entitled to rescind the purchasing contract with the Vendor and that with the Purchaser and to dispose of the Vehicle once again via the Online Platform ("**Re-auctioning**") or in another manner. The same shall apply should the Vehicle, in the event of collection, not have been collected by the Purchaser by the 30th day subsequent to the coming into being of the purchasing contract at the very latest. Should the Service GmbH exercise its right according to the previous sentences and declare its rescission of the contract, the Purchaser shall be required to compensate the Service GmbH and/or CarOnSale for the loss incurred as a result, in particular the amount of the difference in the event of reduced proceeds as well as transport and storage costs. Should the Purchaser already have paid the purchasing price but failed to collect the Vehicle punctually, the Service GmbH must repay the purchasing price paid to the Purchaser minus the loss it has incurred, in particular lower proceeds in the event of re-auctioning.

4. The claim held by CarOnSale against the Purchaser to payment of the Auction Fee for a Vehicle sold via the Platform by the Purchaser shall remain intact in the event of the rescission of the purchasing contract by Service GmbH as a consequence of a violation of its obligations on the part of the Purchaser. This shall also apply in cases in which the Vehicle is sold by re-auctioning.

5. The Service GmbH is furthermore entitled to rescind a purchasing contract that has come into being via the Online Platform concerning a Vehicle vis-à-vis a Purchaser should that Purchaser seriously and finally refuse payment or to accept the Vehicle. In addition, the Service GmbH shall hold all statutory rights against the Purchaser. In such a case, the Service GmbH shall also have the right to rescind the corresponding purchasing contract with the Vendor concerning this very Vehicle. XII. 2. Clause 3 applies analogously.

6. Should a Purchaser rescind a purchasing contract for a Vehicle vis-à-vis the Service GmbH, the Service GmbH shall have the right to rescind the corresponding purchasing contract with the Vendor concerning this very Vehicle insofar as the grounds for the rescission do not lie solely in the sphere of responsibility of the Service GmbH.

XIII. Complaints about Defects

1. Defects (including missing accessories) that would have been recognisable during an immediate and careful inspection shall be deemed accepted by the Purchaser, should CarOnSale not receive a complaint about defects in accordance with Point 3 within three working days of delivery. Should the complaint be submitted after the expiry of this deadline, it is groundless and the Purchaser approves the good as free from defects.

2. In the case of collection by the Purchaser, the delivery shall be deemed to be the time of the supply of the collection certificate by CarOnSale to the Purchaser and in the event of transport commissioned by CarOnSale that of the handing over of the Vehicle to the Purchaser.

3. A complaint about defects is required to be submitted via the electronic service on the Online Platform provided by CarOnSale ("**Complaints Tool**"). In the event of transport commissioned by CarOnSale at the behest of the Purchaser, a copy of the (CMR-) consignment note referring to the order is to be enclosed with the complaint. In order to be able to examine a complaint objectively, the Purchaser is further required to document the defect about which it is complaining via the Complaints Tool by way of photographs or a video. Should it be necessary for an examination of a defect to inspect the Vehicle documents, copies of these are to be enclosed with the complaint as electronic copies – insofar as they should already be available to the Purchaser. If the Purchaser does not provide appropriate evidence of the defect within 7 days after the purchase agreement is concluded through the complaint tool, the defect is considered approved.

4. Defects, the rectification of which does not cost more than € 300.00, are deemed minor losses and do not justify a complaint.

5. Should the Vehicle be handed over to the Purchaser or, by order of the Purchaser, to a transport company, a transport handover certificate is to be issued at the time of its handover to the latter. Any visible defects determined are to be noted on this transport handover certificate. The transport company shall be solely liable for any damage suffered by the Vehicle during the transport. This transport handover certificate is to be sent to CarOnSale by e-mail or via the Online Platform.

6. CarOnSale shall examine the defects complained about via the Complaints Tool and inform the Vendor/Purchaser of the results of the examination via the Complaints Tool, by e-mail or any other means. This shall be a non-binding assessment of the material defects complained about which shall then become binding for the Vendor and the Purchaser respectively insofar as they should agree with this assessment. The further handling of the claims asserted shall take place exclusively between the respective parties to the purchasing contract insofar as Vendor, Purchaser and CarOnSale or the Service GmbH do not agree otherwise.

7. Insofar as the Vendor – also in the case of a court dispute between CarOnSale/Service GmbH and the Purchaser – rejects a complaint and a court should finally determine this to be justified or should the Vendor recognise it to be justified at a later date, it shall be required to refund to CarOnSale/Service GmbH the costs they have incurred in this connection, including the costs of pursuing legal remedies and to exempt them from any further demands from the Purchaser or any third parties.

8. Should a Purchaser rectify a defect itself, it shall not hold any claims, unless it should be the case that the special statutory prerequisites are given or the Service GmbH has agreed to this beforehand.

XIV. Warranty for Material Defects

1. The sale of a Vehicle by the Service GmbH to the Purchaser is effected under exclusion of any warranty claims whatsoever. The objective material defect concept of Section 434 Para. 3 BGB (German Civil Code) is excluded in particular. This exclusion does not apply to compensation claims; Section XV. (liability) applies to those.
2. Vehicles are sold in that condition in which they are in at the time of the conclusion of the purchasing contract. Second-hand Vehicles show signs of wear and tear according to their ages or mileage levels.
3. CarOnSale does not assume any guarantee for a particular quality or characteristic of the Vehicle. Similarly, CarOnSale and the Service GmbH do not assume any guarantee for the accuracy and completeness of the statements made by the Vendor. This particularly applies to statements concerning a specific quality or characteristic of the Vehicle or its features. It is the Vendor who is exclusively liable to CarOnSale/Service GmbH for these statements; this also applies should the Condition Report have been compiled by CarOnSale. Vehicles will not be subjected to a technical inspection or test drive by CarOnSale and Service GmbH. The Condition Report and all details on the Online Platform, in particular the detailed view of the auction, are not to be understood as subjective quality agreements between the Purchaser and the Service GmbH. This also applies should the Condition Report have been compiled by CarOnSale.
4. The Vendor is liable to the Service GmbH according to the statutory regulations. The Vendor is responsible for all claims asserted by Purchasers against the Service GmbH based upon material defects that are to be attributed to a Vehicle it has advertised and is under an obligation to exempt the Service GmbH for any avilment deriving from this by the Purchaser in accordance with Section XIII. 8.
5. CarOnSale and a Purchaser may, in an individual case, reach separate guarantee agreements according to the provisions of the warranty conditions of CarOnSale with regard to individual Vehicle data/descriptions of a Vehicle indicated in the Condition Report or on the Online Platform. The granting of a warranty and the extent thereof will be determined by CarOnSale in the individual case subsequent to a specific visual inspection of the condition of the Vehicle on the spot at the sole discretion of CarOnSale, and always only for the Vehicle in question. Purchasers do not hold any claim to this.

XV. Liability on the Part of CarOnSale and the Service GmbH

1. The Vendor is exclusively liable for the content-related design and legality of an advertisement.
2. Insofar as, via the Online Platform, the possibility of referral to databases, websites, services, etc. of third parties (links or hyperlinks) is given, CarOnSale shall be liable neither for the accessibility, existence or security of said databases or services nor for their content. In particular CarOnSale is not liable for and does not assume any guarantee of their legality, correctness of content, completeness, topicality, etc.
3. CarOnSale and the Service GmbH shall be liable without restriction to Vendors and Purchasers in cases of wilful intent and gross negligence, but for slight negligence only in the event of the violation of cardinal obligations (i.e. of those contractual obligations the fulfilment of which makes the orderly implementation of the respective contract possible in the first place and upon the adherence to which the Vendor, Purchaser or third parties regularly place their trust and are entitled to place their trust). Liability in the event of a violation of such a cardinal obligation is restricted to the kind of damage typical for this kind of contract and with the occurrence of which CarOnSale or the Service GmbH would have had to have reckoned with upon conclusion of the contract due to the circumstances known at that time. Otherwise, liability is ruled out.

4. The above restrictions on liability also apply in favour of the vicarious agents of CarOnSale and the Service GmbH.

5. The restrictions upon the liability of CarOnSale and the Service GmbH contained herein do not apply to losses suffered due to the violation of life, limbs or health that are attributable to a negligent violation of obligations on the part of CarOnSale or the Service GmbH or an intentional or negligent violation of obligations on the part of a legal representative or vicarious agent of CarOnSale or the Service GmbH. The restrictions upon liability shall also not apply insofar as CarOnSale or the Service GmbH should have fraudulently concealed a defect or assumed a guarantee for the quality of the Vehicle or to claims held by the Purchaser under the Product Liability Act.

6. CarOnSale shall not assume any liability for disruptions to the network for which it is not to blame.

7. The Vendor/Purchaser obliged to compensate CarOnSale for losses that the latter suffers in connection with the use of the Online Platform due to a culpable violation of their obligations.

XVI. Final Provisions

1. Working days are all calendar days that are not Saturdays, Sundays or public holidays in Berlin, Germany.

2. The place of fulfilment for the respective purchasing contract is the collection point for the Vehicle.

3. CarOnSale reserves the right to make amendments to the GTC on important grounds. An amendment to the GTC includes the right to amend, supplement or remove individual conditions in the GTC. Important grounds are in particular changes in the law, a change in jurisdiction, changes in the economic circumstances or supplements to the services offered by CarOnSale. Thereby, only amendments shall be undertaken as a result of which the contractual balance between the respective contractual parties is not considerably disturbed and no amendments to the major obligations or amendments that would alter the overall character of the performance of CarOnSale will be undertaken. Such amendments will be published at least 2 weeks prior to taking effect on the website of CarOnSale and drawn to the attention of the Vendors and Purchasers by e-mail or a notification on the website. The amendments shall be deemed accepted should the Vendor/Purchaser not contradict these in text form within 2 weeks of their publication on the website of CarOnSale. The Purchaser's/Vendor's attention will be drawn in the context of the publication of amendments to the GTC once again to the 2-week period allowed for raising an objection and at the same time to the fact that the amended GTC become valid if they are not contradicted in text form within the 2-week deadline. Should a Vendor/Purchaser object to the notified amendments to the GTC, the previous GTC shall continue to apply to the relationship to that Vendor/Purchaser.

4. Vendors/Purchasers are only entitled to set-off if their respective counterclaim has been legally determined or recognized by CarOnSale/Service GmbH. The Vendor or Buyer is only authorized to exercise a right of retention to the extent that their counterclaim is based on the same contract.

5. These GTC, like the existing contracts between CarOnSale and Vendors and Purchasers concerning the use of the Online Platform and the purchasing contracts concluded between the Service GmbH and the Vendors and Purchasers, are subject to the law of the Federal Republic of Germany under exclusion of the United Nation's Convention on the International Sale of Goods (UN purchasing law/CISG) and the regulations of international private law.

6. Should the Vendor/Purchaser be a merchant as defined in the commercial code, a legal entity under public law, a special fund under public law or an entrepreneur within the meaning of Section 14 BGB

(German Civil Code) the exclusive – also international – court of jurisdiction for all disputes deriving from or in connection with the GTC and the contractual relationship between the respective contractual parties shall be Berlin. CarOnSale or the Service GmbH shall also be entitled in such cases to file a suit at the general court of jurisdiction of the Vendor/Purchaser. Legal provisions of higher precedence, in particular pertaining to exclusive responsibilities, shall remain unaffected.

7. The German version of these GTC is binding. If other language versions exist, these are solely non-binding translations.

8. Should any provision of these GTC or a provision incorporated into the GTC at a later date be or become entirely or partially null and void or should there turn out to be a loophole in these GTC, this shall not affect the validity of the remaining provisions. To replace the null and void provision or close the loophole that effective and practicable regulation shall be deemed agreed that comes legally and economically closest to what the contractual parties had wanted or would have wanted according to the sense and purpose of these GTC had they considered this point at the time of the conclusion of the usage contract. Should the nullity of a provision be based upon a measurement of the performance or time (deadline or date), defined therein, the provision is to be agreed with a legally valid measurement that comes closest to the originally agreed measurement.