

## **General Terms and Conditions for business customers and dealers**

### **§ 1 Preface, Scope of Applicability**

1. Our terms and conditions apply exclusively. Contradictory or general terms and conditions of the orderer which deviate from these will not be recognized, unless the Autopartners eG has agreed to the general terms and conditions in this individual case in writing. These terms and conditions also apply if the orderer accepts orders or fulfills these while aware of the orderer's terms and conditions which are contradictory or deviate from these terms and conditions.
2. These terms and conditions also apply for all future orders up until the coming into *effect* of new terms and conditions.

### **§ 2 Conclusion of Contract**

1. The order by the customer is a binding *offer* for the conclusion of a sales contract concerning the ordered vehicle. All offers by the Autopartners eG are subject to change. A contract is concluded, if the Autopartners eG confirm the acceptance of the order after inspection of the more detailed description of the object being purchased or no later than the completion of the delivery. The Autopartners eG is obligated to inform the customer immediately if they do not accept the order.
2. All agreements which are made between the Autopartners eG and the customer require written form.
3. The company Autopartners eG sells new motor vehicles or used motor vehicles as dealer. If the purchaser buys a motor vehicle or serves as agent in the acceptance of an EU-motor vehicle of the company Autopartners eG, he authorized the company Autopartners eG to receive the motor vehicle abroad.

### **§ 3 Prices and Payment**

1. Unless a regulation exists which states otherwise, the prices apply at the location of the item purchased. Additional services and costs disbursed by the purchaser which are in accord with the contract are paid by the purchaser.
2. Purchase price and costs for additional services are to be paid by the purchaser in advance upon receipt of the invoice.
3. The purchaser can only charge against the claims of the Autopartners eG if the counter charges of the purchaser are undisputed or a legally binding title is present.
4. Payments must be made as follows:
  - a) Cash payments are only possible after prior agreement.
  - b) Bank transfers must be deposited no later than one day prior to the transfer of the motor vehicle to the account of the company Autopartners eG.

### **§ 4 Delivery and Service Time**

1. All delivery dates are non-binding, unless the company Autopartners eG has expressly ensured a binding date.
2. The binding or non-binding delivery date will be adhered to by the company Autopartners eG with the preparation of the purchased item at the agreed-upon place of delivery.

### **§ 5 Material Defect**

1. Claims by the purchaser due material defects to expire in one year after the delivery of the purchased item to the purchaser.
2. In case of fraudulent concealment of defects or the acceptance of guarantees for the condition, additional claims remain unaffected.
3. The following applies for the carrying out of the rectification of defects: Claims for rectification of

defects are to be made with the Autopartners eG. If the purchased item becomes inoperable due to a material defect, the purchaser can, with the consent of the Autopartners eG, go to the nearest authorized dealer at the location of the non-operational purchased item.

#### **§ 6 Compensation for Damages and Liability**

1. If the company Autopartners has caused the customer damages, it is only liable so far as intention or gross negligence can be attributed to it and its managing employees or contractual employees.

Furthermore the company Autopartners is liable for negligence in the case of

- a) Acceptance of guarantees,
- b) Danger for significant object of legal protection
- c) Injury to life, limb, health
- d) Violation of significant contractual obligations.

2. The liability of Autopartners eG for indirect damages and consequential damages is excluded. These limitations of liability do not apply if the damages were caused intentionally or through gross negligence, as well as for injuries to life, limb, or health.

#### **§ 7 Force Majeure**

1. The delivery deadline of the company Autopartners eG is extended appropriately in case of an incident of force majeure, in particular natural disasters, terror, unrest, and other impediments, for which the company Autopartners eG is not responsible, such as accidents, explosions, default by its supplier, so far as such impediments impact the delivery deadline. The company Autopartners will inform the customer immediately of the existence of the impediment, as well as of its end. If it comes to a lasting impediment due to the disruption, which cannot be overcome by appropriate measures, then the company Autopartners is entitled to

withdraw. If these disruptions lead to a postponement of services for more than 4 months, the customer may withdraw from the contract. Additional legal rights for withdrawal remain unaffected.

2. No. 1 also applies if the events listed occur at a point in time at which the company Autopartners is in default, or occur to a sub-supplier.

3. Changes in construction and forms, deviations in color, as well as changes in the scope of delivery on the part of the manufacturer's facility during the delivery period remain reserved, so far as the changes or deviations are reasonable for the purchaser with respect to the interests of the company Autopartners.

#### **§ 8 Compensation for Damages**

1. The purchased item must be picked up by the purchaser at Autopartners eG within 14 days after the receipt of the notification of readiness to make a delivery. If the purchaser goes into default in the acceptance of the purchased item, in particular also through the non-payment of the agreed purchase price, the company Autopartners eG can demand compensation for damages and therewith have the vehicle at its full disposal. The setting of an additional grace period is not required if the purchaser has seriously and finally refused acceptance.

2. In case of non-fulfillment of the concluded contract on the basis of the customer's fault the Autopartners GmbH is entitled to assert claim for compensation for damages in the lump sum amount of 15% of the purchase price. The compensation for damages will be set higher or lower, if the company Autopartners demonstrates a higher, or the customer demonstrates a lesser amount of damages.

#### **§ 9 Reservation of Proprietary Rights**

1. The motor vehicle remains property of the Autopartners eG until the complete payment of the purchase price.

2. So long as the reservation of proprietary rights is in effect, any sale, pledging, use as security, as well as changes to the vehicle, are only permitted with the prior consent of the company Autopartners eG. If the purchaser re-sells the sold item, then he immediately assigns his future claims to his purchaser due to the re-selling with all additional rights by way of security, without the requirement for a special declaration for this.

3. For the duration of the reservation of proprietary rights the right for possession of the motor vehicle title belongs solely to the Autopartners eG.



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#### **§ 10 Concluding Provisions**

1. The law of the Federal Republic of Germany applies to all legal relationships with the exclusion of the "United Nations Convention of Contracts for the International Sale of Goods."
2. If the contractual partner is a merchant, a body corporate organized under public law, or special assets under public law, the exclusive place of jurisdiction is agreed to be the business location of the Autopartners eG for all claims which result from on or the basis of this contract. The same applies to persons who have no general place of jurisdiction in Germany, or persons who upon conclusion of the contract have moved their residence or usual place of residence outside of Germany, or whose residence or usual place of residence at the time of the filing of the complaint is unknown.
3. The validity of these general terms and conditions are not affected by the invalidity of an individual condition. Invalid conditions are replaced by such regulations, which come as close as possible to them in economic effect.