



GENERAL TERMS AND CONDITIONS REGISTRATION AND VEHICLE SALE FOR ATHLON CAR PLAZA

Version 2020

1 DEFINITIONS

The terms designated with a capital letter in these General Terms and Conditions for Registration and Vehicle Sale for Athlon Car Plaza will have the meaning as referred to below:

Affiliate	Any legal entity directly or indirectly Controlling, Controlled by, or under the common Control as Athlon International;
Athlon Car Plaza	The platform for the remarketing of vehicles on which platform Seller organises auctions for vehicles for purchase by Buyers; the web address of the Athlon Car Plaza is www.athloncarplaza.com ;
Athlon International	Athlon Car Lease International B.V.;
Athlon Subsidiary	An entity directly or indirectly Controlled by Athlon International;
Business Days	Any day which is not a Saturday, a Sunday or a bank or public holiday in the country where the Seller is incorporated;
Buyer	The professional car trader that is registered at Athlon Car Plaza and may make an offer on vehicles in an auction, which may result in purchase of one or more vehicles;
Contract	A contract for the purchase of a vehicle between Buyer and Seller;
Control , Controlling or Controlled	Control means direct or indirect ownership of more than 50% of the outstanding voting securities of an entity, or (ii) the ability to appoint more than half of the directors of the board of directors or equivalent governing body of such entity, or (iii) the ability to direct or cause the direction of the management and policies of such entity; Controlling and Controlled is used in the same sense.
Parties	Seller and Buyer;
Party	Seller or Buyer;
Pick up Order	Written document Seller sends to Buyer, required to be allowed to pick up the vehicle;
Platform	Athlon Car Plaza;
Registration	A fully completed registration on the Platform by a professional car trader for the participation in auctions, which registration is accepted by Seller;
Seller	The Athlon Subsidiary that is offering vehicles (owned by itself or by an Affiliate) for sale via the Platform;
Terms and Conditions	These General Terms and Conditions Registration and Vehicle Sale for Athlon Car Plaza.

2 APPLICABILITY

- 2.1 If a Buyer registers at Athlon Car Plaza the Terms and Conditions apply. Furthermore the Terms and Conditions will apply to each and any Contract. These Terms and Conditions apply without exception for the Seller Athlon Car Lease Nederland B.V. Each other Seller may make locally required exceptions to the Terms and Conditions. The exceptions per Seller are attached to the Terms and Conditions in an annex per Athlon Subsidiary. In the event of any discrepancies between the English version and the [local] version of these Terms and Conditions the English version shall prevail.
- 2.2 All terms and conditions utilized by Buyer will not apply and are hereby expressly rejected by Athlon International and/ or Seller.
- 2.3 For purposes of the Terms and Conditions, 'written' or 'in writing' will include 'by e-mail' and 'by use of the Platform'.
- 2.4 Athlon International and/ or Seller reserves the right to modify the Terms and Conditions from time to time.



- 2.5 Deviations from the Terms and Conditions will only apply if and insofar as they have expressly been confirmed in writing by Athlon International and/ or Seller.
- 2.6 Claims by Buyer against Athlon International and/or Seller may not be assigned, pledged or transferred to a third party under any other title without Athlon International's and/ or Seller's prior written permission.

3 REGISTRATION

- 3.1 The auction services via Athlon Car Plaza are exclusively available for professional car traders. A professional car trader needs to be represented by an authorized person.
- 3.2 The professional car trader who wishes to make offers on the Platform first needs to register at Athlon Car Plaza to be able to make such offers for purchasing auctioned vehicles. Initially a professional car trader can only register for participating in auctions of one Seller . Access to auctions of the other Sellers can be requested upon Registration. Each Seller checks if, subject to local regulations and applicable deviations to these terms and conditions (as shown in the relevant annex hereto), the professional car trader meets the criteria to register. For this purpose Seller may request additional information to further assess if Buyer is a professional car trader and/or meets local requirements.
- 3.3 Seller has the right to check the accuracy of the information that is supplied by a professional car trader at the time of registering at Athlon Car Plaza and thereafter from time to time at its own discretion. In case the registering party is not or a Buyer is no longer a professional car trader or no longer complies with the requirements of the Terms and Conditions or the Contract, Seller, at it's own discretion, has the right to refuse the party or shall deny access to Athlon Car Plaza. Seller always has the right to refuse a professional car trader at its own discretion. If Seller refuses the registration of a professional car trader or denies access to a Buyer, Seller will inform the professional car trader/Buyer thereof and will give professional car trader/Buyer the opportunity to explain that (and why) it is.
- 3.4 Registration is free of charge. The professional car trader needs to complete the online registration form and provide Seller with a copy of the valid passport/ID- card of the authorized person in which the picture and the social security number are shielded and an extract of the Chamber of Commerce or other document which proofs the status as professional car trader. Furthermore, professional car trader needs to provide the following information at the online registration form: Company name, registered address, zip code, city, country, phone, fax, e-mail, IBAN, BIC, VAT registration number, company website, contact details (e-mail, phone number), first and last name of the authorized representative and salutation, for which country/countries the professional car trader wants to participate in auctions and whether the professional car trader shall place bids inclusive VAT or exclusive of VAT.
- 3.5 When Seller has received the documents mentioned in Article 3.4 and the professional car trader has completed the online registration form, including the acceptance of the Terms and Conditions, Seller will assess the information provided. After a positive assessment, the professional car trader will receive an e-mail with a login ID and an activation link. The professional car trader can then create its own password for future login and subsequently will be able to participate in the auctions.

4 CONDITIONS OF USE OF CAR PLAZA

- 4.1 The information on the Athlon Car Plaza is updated in real time and is and remains the sole property of Athlon International and or any of its Affiliates.
- 4.2 Buyer is responsible for ensuring that only authorized users in its organization have access to Athlon Car Plaza. Buyer must protect the login data from access by third parties and shall instruct its authorized users to keep the login details confidential at all times. Buyer shall be liable for any and all damages that are the result of the use of its account.
- 4.3 Buyer shall not use any robot, spider, scraper or any other automated auxiliary tool to gain access to the Platform, for any purpose whatsoever. Moreover Buyer shall not:
- commit any act whatsoever that, to Seller's (and or Athlon International's) sole judgment, places or could place an unreasonable or disproportionate burden on the Athlon infrastructure;
 - copy, reproduce, alter, use for the making of derived works, disseminate or publicize any of the content of the website (other than the Buyer's own data) without the prior express written permission of Seller and Athlon International;
 - disrupt or try to disrupt the correct functioning of the website or any activities carried out on the Platform;



- circumnavigate the robot exclusion messages and other measures Seller and/or Athlon International uses to preclude or restrict access to the Platform;
- make use of any digital data used by Seller and/or Athlon International for its own publishing purposes (pictures, damage reports, etc.).

5 AUCTION PROCESS AND PRICES

- 5.1 Buyer takes part in the auction by making an offer on a vehicle or vehicles available in the Platform.
- 5.2 Buyer can change its bid at any time during the auction. Once the auction is closed, Buyer cannot withdraw its bid and is legally bound by it for one week after closing of the auction for that vehicle.
- 5.3 Seller decides for each vehicle which bid it will accept. When Seller accepts a bid it will inform the Buyer that won the bid thereof by sending a confirmation email. Upon receipt of this confirmation by the Buyer, the Contract for the vehicle comes into effect.
- 5.4 Seller reserves the right to withdraw vehicles from sale or auction at any time, even after the auction is closed. Buyer cannot derive rights from its bid, until accepted by Seller. Unless otherwise stated in writing, any prices or rates mentioned on the website by Seller will be exclusive of VAT and other applicable taxes, such as but not limited to, import and export taxes. If an offer is accepted by Seller, the price will be the one that was shown in the bid. Whether VAT will be invoiced depends on whether VAT has to be shown within the invoice in accordance with the statutory regulations
- 5.5 It is possible that Seller – in addition to the regular bidding option, as described in this Article 5 – unlocks the “buynow”. Option. In that case the Buyer can place a bid via that “buynow” option. By doing so, Buyer places a bid in the amount of the respective stated “buynow” price. By submitting its bid, the auction is blocked for all remaining Buyers. Seller checks the bid and is free to decide whether or not to accept it. If Seller accepts the offer, Buyer will receive a confirmation in accordance with Article 5.3 above. If Seller does not accept the offer, the auction will generally be reopened for all Buyers.

6 PAYMENT AND DELIVERY OF THE VEHICLES

- 6.1 Seller will invoice the purchase price of the winning bid (including VAT if applicable) and other relevant costs to the Buyer. Buyer is obligated to pay the purchase price and applicable VAT and other taxes.
- 6.2 Payment shall be effected by the Buyer within 5 Business Days from confirmation date referred to in article 5.3, by bank transfer to Seller’s bank account. After receipt of the full payment, Seller will send a Pick-Up Order to Buyer via email. After receipt of the email with the Pick-Up Order, Buyer shall pick up the vehicle at the place indicated in the confirmation, within one week after receipt of the email. Transfer of ownership in the vehicle takes place when the vehicle is physically handed over to Buyer or its representative by handing over the keys to the vehicle, upon presentation of the Pick-Up Order. After the transfer of ownership Parties shall cooperate to register this transfer of ownership at the applicable registers in accordance with local procedures. Any costs in relation to this registration are for Buyer.
- 6.3 Buyer is responsible for all obligations and bears all risks relating to the vehicle as soon as the vehicle is on transport to Buyer, irrespective whether the transport is done by Buyer or Seller.
- 6.4 The vehicle will be delivered “as is” and with the keys and documents as mentioned on the Platform.
- 6.5 The costs for the transport of the vehicle are for Buyer. The transport takes place after transfer of ownership of the vehicle and full payment of the vehicle by Buyer.
- 6.6 If payment is not made in time, Seller will send a formal notice to Buyer to pay within a reasonable period mentioned in the notice. If payment is not made within this specified period either, Seller reserves the right to terminate the Contract and claim compensation for damages. In the event of late payment Seller is entitled to charge the legal interest from the due date stated on the unpaid invoice. If payment is not made Buyer is liable for all costs Seller incurs due to the termination, including but not limited to cancellation costs. Locally Buyer may incur a penalty in case of late payment.
- 6.7 Seller accepts payment for the vehicle from Buyer’s bank account only. Seller does not accept payments done by any third party on behalf of Buyer, nor payments other than by bank transfer.
- 6.8 If Buyer is registered or has its registered office within another member state of the European Union than the Seller the following applies:



- Buyer warrants to buy the vehicle for its own business purposes and that the transaction is subject to VAT regulations in the relevant country;
- Seller will invoice the Buyer for the vehicle at 0% VAT and will charge and invoice a deposit amounting to the locally applicable VAT.
- Buyer will charge local VAT to itself and will provide evidence for transferring the vehicle to a member state of the European Union by immediately submitting a certificate of arrival (CMR) to Seller after receipt. The transmission of CMR as a clearly legible fax or scan is sufficient.
- If the requirements mentioned above are fulfilled and Seller has received the CMR, Seller will refund the deposit to Buyer. Seller pays into Buyer's bank account. Seller will not pay to third parties.

6.9 If Buyer is registered or has its registered office within a country outside the European Union the following applies:

- Seller will register the following:
 - Name and address of Buyer;
 - Description and amount of the vehicle(s);
 - Place and date of the transfer.
- Buyer warrants to buy the vehicle for its own business purposes and that the transaction is subject to VAT regulations in the relevant country;
- Seller will invoice the Buyer for the vehicle at 0%VAT and will charge and invoice a deposit amounting to the locally applicable VAT.
- Buyer needs to prove that the vehicle is transferred to a country outside the European Union by handing over an Export Certificate prepared by the customs office of the member state of the European Union where the Seller is established. If Seller receives the Export Certificate, then Seller will refund the deposit. Seller pays into Buyer's bank account. Seller will not pay to third parties.

6.10 Buyer has the obligation to pick up the vehicle within the period mentioned in the table below, starting from the moment of receipt of the Pick up Order.

Origin sales:	Local Buyer:	Non Local Buyer
Belgium	10 Business Days	10 Business Days
France	8 Business Days	8 Business Days
Germany	1 week	1 week
Italy	1 week	1 week
Luxemburg	1 week	1 week
Netherlands	2 Business Days	1 week
Poland	1 week	1 week
Portugal	1 week	1 week
Spain	1 week	1 week

If Buyer authorizes a person to pick up the vehicle this person has to show his/ her passport as original, a current excerpt from the Commercial Register, showing the registered name of the company, the registered address, authorized representatives and their powers, and the Pick-up Order.

In the event of non-pick-up within the set deadline, Seller may exercise its statutory rights. If Seller claims damages, this shall amount to 10% of the purchase price, unless Seller proves that the damage was higher or Buyer proves that the damage was lower or there was no damage at all.

7 ANTI-MONEY LAUNDERING, FRAUD AND MANIPULATION

7.1 Buyer warrants that it will act in accordance with all applicable laws and regulations and that it shall desist from all illegal practices such as but not limited to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Buyer or third-parties. In the event of violation of the above Seller has the right to immediately withdraw from or terminate all legal transactions existing with the Buyer and to decline any bids done by Buyer.

7.2 Seller shall immediately suspend or terminate a Buyers account when there is a justified suspicion or proof that Buyer is guilty of fraudulent practices or in case of other illegal practices as mentioned above.



8 INTELLECTUAL PROPERTY RIGHTS

All rights relating to copyright, brand and trade names, trademarks, design, signs and/or logos utilized by Seller, (whether registered or not) and the functioning of the Platform, as well as all information, know-how and methods, are the exclusive property of Athlon International and or any of its Affiliates and Buyer is not allowed to use any of those.

9 PROTECTION OF PERSONAL DATA

Buyer provides Seller with personal data of the authorized persons. Seller uses the personal data to fulfil the obligations of the Registration and the Contract between Seller and Buyer and may use the personal data further as laid down in the Privacy Statement of Seller. The Privacy Statement can be found at: www.athloncarplaza.com and from there on to the website of the Seller.

10 CONSEQUENCES OF BREACH

Seller may terminate Buyer's access to Athlon Car Plaza and end the Registration with immediate effect, without judicial intervention being required and without thereby impairing its other rights it has under the Terms and Conditions or the law and without any further liability to Buyer, if the Buyer:

- a. is (i) declared bankrupt, (ii) requests bankruptcy, or (iii) has been granted (temporary) suspension of payment
 - b. has a considerable portion of its assets attached;
 - c. has its permits/licences, which are necessary for Registration, revoked;
 - d. fails to meet its obligations and conditions that are required for the Registration;
 - e. discontinues its business or a change of control over its business occurs, or
- Seller has valid reasons to assume that the Buyer is or will be unable to fulfil obligations and conditions that are required for the Registration.

11 WARRANTY AND LIABILITY

11.1 Athlon Car Plaza, its content or materials/information (including, without limitation, text, images, graphics, links) and Buyer's account are provided on an "as is" and "as available" basis. To the full extent permissible by applicable law, Athlon International, Seller and their licensors expressly disclaim any and all representations or warranties and endorsements of any kind, express or implied, including without limitation, warranties of title, merchantability, fitness for any particular purpose, non-infringement of any third party proprietary rights (including intellectual property rights), or as to the operation, performance, accuracy, completeness, timeliness, usefulness, availability, reliability, or security of the Platform, Buyer's account, content or any other information related thereto or any results obtained from the use thereof.

11.2 The vehicle is sold without warranty. Seller specifically does not warrant that the vehicle is free of (hidden) defects and damages nor that all technical updates and modifications of the vehicle have been implemented. Seller sells the vehicle, as is, in a condition that may be expected considering its age and driving history. Any claim based on defective materials and/or tires will not be accepted. Any other claim shall be made within 24 hours following the hand-over of the vehicle to Buyer. Any claim received later shall not be taken into account.

11.3 Except in the case of intent or gross negligence on the part of Athlon International or Seller, Athlon International nor Seller is liable to Buyer for indirect damage or consequential damage. Insofar as Athlon International or Seller has any liability against Buyer, this liability is maximized to the amount of € 1.000,-.

11.4 Buyer agrees to indemnify and hold Athlon International, its Affiliates, employees and agents harmless from and against any losses, damages, liability and/or claims (including but not limited to all direct and reasonable costs and expenses, reasonable attorney's fees) arising out of or relating to Buyer's breach of the Terms and Conditions or applicable law as well as from any third party claim concerning the quality and/ or technical state of the vehicle

12 APPLICABLE LAW AND COMPETENT COURT

12.1 The Registration and the Contract and these Terms and Conditions applicable to the Contract and all questions arising out of or in connection therewith and with these Terms and Conditions shall be governed by and construed in accordance with the laws of the country where Seller has its principal/registered office.



- 12.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) and any conflict of law's provisions of the relevant country will not apply.
- 12.3 All disputes arising out of, or in connection with the performance of a Contract or the Terms and Conditions applicable to the Contract shall be exclusively submitted in the first instance to the competent court in the country where Seller has its principal/registered office or at the discretion of Seller, the competent court applicable to Buyer.
- 12.4 Dutch law shall apply to any legal relationships that are related to the use of Athlon Car Plaza. Any disputes relating to these legal relationships will be exceptionally adjudicated by the court of Amsterdam. The foregoing will not affect Athlon International's right to submit a dispute to the court which, in the absence of this provision, would have jurisdiction to hear such a dispute.



DEVIATIONS FOR BELGIUM TO THE GENERAL TERMS AND CONDITIONS REGISTRATION AND VEHICLE SALE FOR ATHLON CAR PLAZA

Article 3.4 is amended as follows:

Registration is free of charge. The professional car trader needs to complete the online registration form and provide Seller with a copy of the valid passport/ID- card of the authorized person in which the picture and the social security number are shielded and an extract of the Chamber of Commerce or other document which proves the status as professional car trader **for a period of at least one year**. Furthermore, professional car trader needs to provide the following information at the online registration form: Company name, registered address, zip code, city, country, phone, fax, e-mail, IBAN, BIC, VAT registration number, company website, contact details (e-mail, phone number), first and last name of the authorized representative and salutation and for which country/countries the professional car trader wants to participate in auctions.

Article 6.2 is amended as follows:

Payment shall be effected by the Buyer within 5 Business Days from confirmation date referred to in article 5.3, by bank transfer to Seller's bank account. After receipt of the full payment, Seller will send a Pick-Up Order to Buyer via email. After receipt of the email with the Pick-Up Order, Buyer shall pick up the vehicle at the place indicated in the confirmation, within one week after receipt of the email. Transfer of ownership in the vehicle takes place when the vehicle is physically handed over to Buyer or its representative by handing over the keys to the vehicle, upon presentation of the Pick-Up Order **and showing the original passport**. After the transfer of ownership Parties shall cooperate to register this transfer of ownership at the applicable registers in accordance with local procedures. Any costs in relation to this registration are for Buyer.

Article 6.8 is amended as follows:

If Buyer is registered or has its registered office within another member state of the European Union than the Seller the following applies:

- Buyer warrants to buy the vehicle for its own business purposes and that the transaction is subject to VAT regulations in the relevant country;
- ~~Seller will invoice the Buyer for the vehicle at 0% VAT and will charge and invoice a deposit amounting to the locally applicable VAT.~~
- Buyer will charge local VAT to itself and will provide evidence for transferring the vehicle to a member state of the European Union by immediately submitting a **scanned copy of the** Certificate of Arrival (CMR) **by email** to Seller after receipt. ~~The transmission of CMR as a clearly legible fax or scan is sufficient.~~
- If the requirements mentioned above are fulfilled and Seller has received the CMR, **Seller will invoice the Buyer for the vehicle at 0% VAT.**
- **The pickup must be done by an official independent transport company.**

Article 6.11, last paragraph is amended as follows

~~In the event of non-acceptance, Seller may exercise its statutory rights. If Seller claims damages, this shall amount to 10% of the purchase price. The amount of damages shall be higher or lower if Seller proves that the damage was higher or if the Buyer proves that the damage was lower or no damage at all.~~



DEVIATIONS FOR FRANCE TO THE GENERAL TERMS AND CONDITIONS REGISTRATION AND VEHICLE SALE FOR ATHLON CAR PLAZA

Article 5.2 is amended as follows:

Buyer can change its bid at any time during the auction. Once the auction is closed, Buyer cannot withdraw its bid and is legally bound. ~~by it for one week after closing of the auction for that vehicle.~~

Article 6.2 is amended as follows:

Payment shall be effected by the Buyer within **8 Business Days** from confirmation date referred to in article 5.3, by bank transfer to Seller's bank account. After receipt of the full payment, Seller will send a Pick-Up Order to Buyer via email. After receipt of the email with the Pick-Up Order, Buyer shall pick up the vehicle at the place indicated in the confirmation, within **8 Business Days** after receipt of the email. Transfer of ownership in the vehicle takes place when the vehicle is physically handed over to Buyer or its representative by handing over the keys to the vehicle, upon presentation of the Pick-Up Order. After the transfer of ownership Parties shall cooperate to register this transfer of ownership at the applicable registers in accordance with local procedures. Any costs in relation to this registration are for Buyer.

Article 6.6 is amended as follows:

If payment is not made in time, Seller will send a formal notice **by registered letter with acknowledgment of receipt** to Buyer to pay within **eight (8) days**. If payment is not made within **these eight (8) days** either, Seller reserves the right to terminate the Contract and claim compensation for damages.

In the event of late payment Seller is entitled to charge the legal interest **penalties calculated at the rate mentioned in the Commercial Code** from the due date stated on the unpaid invoice **and charge a fixed debt collection fee set at €40 by French Decree No. 2012-1115 of 2 October 2012. In addition, a penalty of €350 VAT excluded per vehicle will be charged.**

If payment is not made Buyer is liable for all costs Seller incurs due to the termination, including but not limited to cancellation costs.

It is hereby expressly specified that in the event of non-payment by the Buyer of the selling price nor the penalty, access to the Platform shall no longer be authorized to the Buyer in accordance with article 3.3.

Article 6.10 last paragraph is amended as follows:

In the event of non-pick-up within the set deadline, Seller may exercise its statutory rights. If Seller claims damages, this shall amount to 10% of the purchase price, unless Athlon proves that the damage was higher or Buyer proves that the damage was lower or there was no damage at all. **A penalty of €350 VAT excluded per vehicle shall be invoiced to the Buyer.**

Article 11.2 is amended as follows:

The vehicle is sold without warranty. Seller specifically does not warrant that the vehicle is free of (hidden) defects and damages nor that all technical updates and modifications of the vehicle have been implemented. Seller sells the vehicle, as is, in a condition that may be expected considering its age and driving history. ~~Any claim based on defective materials and/or tires will not be accepted. Any other claim shall be made within 24 hours following the hand-over of the vehicle to Buyer. Any claim received later shall not be taken into account~~

Buyer shall check whether the vehicle as delivered complies with the offer description of it on the Platform. Any claim in this respect (ie., not falling within the scope of Article 11.3 of the Terms and Conditions) shall be made within thirty (30) days following the date of the order confirmation referred to in article 5.3. Beyond this period, no claim in respect of any visible defect shall be taken into account by the Seller.

Furthermore, CMR duly completed and validated by each the Seller's fleet manager and the Buyer shall be provided to the Seller within five (5) days upon completion.



Article 11.3 is amended as follows:

Except in the case of intent or gross negligence on the part of Athlon International or Seller, Athlon International nor Seller is liable to Buyer for indirect damage or consequential damage, **nor for direct damage, or hidden damage (the latter in accordance with Article 1643 of the French Civil Code)**. ~~Insofar as Athlon has any liability against Buyer, this liability is maximized to the amount of € 1.000,-.~~



DEVIATIONS FOR GERMANY TO THE GENERAL TERMS AND CONDITIONS REGISTRATION AND VEHICLE SALE FOR ATHLON CAR PLAZA

The following sentences are added to the end of Article 3.4:

It is pointed out that Seller also carries out an identification check under applicable anti money laundering laws. This identification check may require the submission of further documents and the cooperation of the professional car trader. Seller will inform the professional car trader of the requirements for this during the registration process.

Article 5.2, sentence 2, is amended as follows:

Once the auction is closed, Buyer cannot withdraw its bid and is legally bound by it for **10 days** after closing of the auction for that vehicle.

A new Article 5.6 is added which shall read as follows:

For vehicles sold by Seller in addition to the purchase price per purchased vehicle a sales charge is charged to the Buyer in the following amounts:

- ***For vehicles sold without using the "buy-now-option": € 130,- for Buyers located in Germany (included VAT) and € 250,- for Buyers located outside Germany.***
- ***For vehicles sold by means of the "buy-now-option": no charge for Buyers located in Germany and € 130,- for Buyers located outside Germany***

The sales charge will be invoiced together with the purchase price.

Article 6.2 is amended as follows:

Payment shall be effected within 5 Business Days from confirmation date referred to in Article 5.3, by bank transfer to Seller's bank account. After receipt of the full payment, Seller will send a Pick-Up Order to Buyer via email ***and will send the vehicle registration document to Buyer (exceptions can apply, see the phrase under "Article 6.8 is amended as follows" of this Annex 3)***. After receipt of the email with the Pick-Up Order, Buyer shall pick up the vehicle at the place indicated in the confirmation within one week after receipt of the email. Transfer of ownership and risk in the vehicle takes place when the vehicle is physically handed over to Buyer or its representative by handing over the keys to the vehicle, upon presentation of the Pick-Up Order. ~~After the transfer of ownership Parties shall cooperate to register this transfer of ownership at the applicable registers in accordance with local procedures. Any costs in relation to this registration are for Buyer.~~ For the purpose of collection, Buyer shall make an appointment at least 24 hours in advance with the custodian indicated on the relevant Pick-Up Order. Buyer has to bear the full costs of collection of the vehicle and further transport.

Article 6.3, 6.4 and 6.5 do not apply.

Article 6.8 is amended as follows:

If Buyer is registered or has its registered office within another member state of the European Union than the Seller the following applies:

- Buyer warrants to buy the vehicle for its own business purposes and that the transaction is subject to VAT regulations in the relevant country;
- Seller will invoice the Buyer for the vehicle at 0% VAT ***not taking any deposit for VAT*** and will charge and invoice a deposit amounting to the locally applicable VAT. ***Seller will provide to the Buyer a so called entry certificate ("Gelangsbestätigung") together with the Pick-Up Order.***



- ~~• Buyer will charge local VAT to itself and will provide evidence for transferring the vehicle to a member state of the European Union by immediately submitting a certificate of arrival (CMR) to Seller after receipt. The transmission of CMR as a clearly legible fax or scan is sufficient.~~
- ~~• If the requirements mentioned above are fulfilled and Seller has received the CMR, Seller will refund the deposit to Buyer. Seller pays into Buyer's bank account. Seller will not pay to third parties.~~
- **After transfer of the vehicle to the respective member state of the European Union the Buyer shall immediately submit the fully and correctly completed entry certificate to Seller via email. Any scan must be clearly readable.**
- **When Seller receives the fully completed and readable entry certificate after end of the transport to the respective member state of the European Union, Seller will send the vehicle registration document to Buyer.**
- **The transmission of CMR as mentioned in this Article 6.8 is not mandatory.**

Article 6.10 last paragraph is amended as follows:

In the event of non-pick-up within the set deadline, Seller may exercise its statutory rights. If Seller claims damages, this shall amount to 10% of the purchase price, unless Seller proves that the damage was higher or Buyer proves that the damage was lower or there was no damage at all.

Notwithstanding the foregoing, in the event of non-pick-up within the set deadline Seller will charge a fee of € 5,- plus VAT per day of delay.

Article 11.2 and Article 11.3 are replaced by the following:

- The vehicle is sold under exclusion of liability for material defects. This exclusion does not apply to claims for damages arising from liability for material defects, which are based on a grossly negligent or intentional breach of obligations of the Seller or its vicarious agents as well as in the case of injury to life, body or health.**
- If the Seller is liable outside the above sub item a. due to other statutory or contractual regulations the following general liability rule shall apply: If the Seller is liable for any damage sustained by the Buyer due to own fault or fault on the part of its legal representatives or assistants, Seller's liability shall be limited to incidents of intent or gross negligence. In case of injury to life, body or health as well as in case of violation of material contractual obligations, it shall also be liable for simple negligence. Material contractual obligations are such, where performance is essential for the proper performance of the contract, where a breach jeopardizes the realization of the contractual purpose and which the Buyer may reasonably expect to be complied with. In case of a breach of material contractual obligations, the scope of liability shall be limited to the damage foreseeable at the time of conclusion of the Contract. Liability under the provisions of the Product Liability Act, liability in case of assumption of a guarantee by the Seller and for fraudulent concealment on the part of Seller shall remain unaffected.**

Article 12 is replaced by the following

12.1 The laws of the Federal Republic of Germany shall apply to any Contract and to the registration of Buyer, under exclusion of the conflict of law rules and the UN Sales Convention (CISG). If the Buyer is a merchant, a public legal entity or a public-law special fund or if after the conclusion of the Contract, the Buyer does not have its general place of jurisdiction in Germany, moves its domicile or habitual residence abroad or its habitual residence and domicile is not known at the time of filing an action, the place of jurisdiction shall be Düsseldorf.

12.2 Dutch law shall apply to any legal relationships that are related to the use of Athlon Car Plaza. Any disputes relating to these legal relationships will be exceptionally adjudicated by the



court of Amsterdam. The foregoing will not affect Athlon International's right to submit a dispute to the court which, in the absence of this provision, would have jurisdiction to hear such a dispute.



DEVIATIONS FOR ITALY TO THE GENERAL TERMS AND CONDITIONS REGISTRATION AND VEHICLE SALE FOR ATHLON CAR PLAZA

Article 3.4 is amended as follows:

Registration is free of charge. The professional car trader needs to complete the online registration form and provide Seller with a **full** copy of the valid passport/ID- card of the authorized person and an extract of the Chamber of Commerce or other document which proves the status as professional car trader. Furthermore, professional car trader needs to provide the following information at the online registration form: Company name, registered address, zip code, city, country, phone, fax, e-mail, IBAN, BIC, VAT registration number, company website, contact details (e-mail, phone number), first and last name of the authorized representative and salutation and for which country/countries the professional car trader wants to participate in auctions and whether the professional car trader shall place bids inclusive VAT or exclusive of VAT.

A new article 3.6 is added:

"It is understood that the professional car trader/Buyer declares to have read and expressly accepts the Organizational Model pursuant to Legislative Decree no. 231/2001 and the Ethics Code of Athlon Car Lease Italy S.r.l., published on the website at <https://www.athlon.com/it/it-it/chi-siamo/codice-etico>, undertaking right now to act in accordance with their terms and conditions. In case of violation of the relevant requirements, Athlon Car Lease Italy S.r.l. shall immediately terminate this Registration, without prejudice to compensation for any damages suffered."

Article 6.1 is amended as follows:

Seller will invoice, **with a pro-forma invoice to the Buyer**, the purchase price of the winning bid (including VAT if applicable) and other relevant costs to the Buyer. Buyer is obligated to pay the purchase price and applicable VAT and other taxes **(if applicable) based on this pro-forma invoice**.

Article 6.2 is amended as follows:

Payment shall be effected by the Buyer within ~~5 Business Days~~ **7 calendar days** from confirmation date referred to in article 5.3, by bank transfer to Seller's bank account **indicated on the (pro-forma) invoice**. After receipt of the full payment, Seller will send a Pick-Up Order, **the formal invoice** to Buyer via email. After receipt of the email with the Pick-Up Order, Buyer shall pick up the vehicle at the place indicated in the confirmation, within one week after receipt of the email. Transfer of ownership in the vehicle takes place when the vehicle is physically handed over to Buyer or its representative by handing over the keys to the vehicle, upon presentation of the Pick-Up Order. After the transfer of ownership Parties shall cooperate to register this transfer of ownership at the applicable registers in accordance with local procedures. Any costs in relation to this registration are for Buyer.

Articles 6.8 and 6.9 are amended as follows:

6.8 If Buyer is registered or has its registered office within another member state of the European Union than the Seller the following applies:

- Buyer warrants to buy the vehicle for its own business purposes and that the transaction is **not** subject to VAT regulations in the relevant country;
- Seller will invoice the Buyer for the vehicle at 0% VAT ~~and will charge and invoice a deposit amounting to the locally applicable VAT-;~~
- Buyer will ~~charge local VAT to itself and~~ provide evidence for transferring the vehicle to a member state of the European Union by immediately submitting a certificate of arrival (CMR) to Seller after receipt. The transmission of CMR as a clearly legible fax ~~or scan~~ **via mail to venditausato.italy@athlon.com** is sufficient;
- ~~If the requirements mentioned above are fulfilled and Seller has received the CMR, Seller will refund the deposit to Buyer. Seller pays into Buyer's bank account. Seller will not pay to third parties.~~



- **Transfer of ownership's documentations are sent to Buyer's mail only after the receipt of CMR via mail.**

6.9 If Buyer is registered or has its registered office within a country outside the European Union the following applies:

- ~~Seller will register the following:~~
 - ~~Name and address of Buyer;~~
 - ~~Description and amount of the vehicle(s);~~
 - ~~Place and date of the transfer.~~
- Buyer warrants to buy the vehicle for its own business purposes and that the transaction is **not** subject to VAT regulations in the relevant country;
- Seller will invoice the Buyer for the vehicle at 0% VAT and will charge and invoice a deposit amounting to the locally applicable VAT;
- Buyer needs to prove that the vehicle is transferred to a country outside the European Union by handing over an Export Certificate prepared by the customs office of the member state of the European Union where the Seller is established. If Seller receives the Export Certificate, then Seller will refund the deposit. Seller pays into Buyer's bank account. Seller will not pay to third parties **immediately submitting a certificate of arrival (EU1) to Seller after receipt. The transmission of EU1 as a clearly legible scan via mail to venditausato.italy@athlon.com is sufficient;**
- **Transfer of ownership's documentations are sent to Buyer's email address only after the receipt of EU1 via mail.**

Article 11.3 is amended as follows:

Except in the case of intent or gross negligence on the part of Athlon International or Seller, Athlon International nor Seller is liable to Buyer for indirect damage or consequential damage. **Other cases are under local Italian law (e.g. hidden damages)** Insofar as Athlon International or Seller has any liability against Buyer, this liability is maximized to the amount of € 1.000,-.

Article 12.3 is amended as follows:

All disputes arising out of, or in connection with the performance of a Contract or the Terms and Conditions applicable to the Contract shall be exclusively submitted in the first instance to the competent court in the country where Seller has its principal/registered office. ~~or at the discretion of Seller, the competent court applicable to Buyer.~~



**DEVIATIONS FOR POLAND TO THE GENERAL TERMS AND CONDITIONS REGISTRATION
AND VEHICLE SALE FOR ATHLON CAR PLAZA**

Article 3.4 is amended as follows

Registration is free of charge. The professional car trader needs to complete the online registration form and provide Athlon with ~~a copy of the valid passport/ID card of the authorized person in which the picture and the social security number are shielded and an extract of the Chamber of Commerce or other document which proofs the status as professional car trader.~~ Furthermore, professional car trader needs to provide the following information at the online registration form: Company name, registered address, zip code, city, country, phone, fax, e-mail, IBAN, BIC, VAT registration number, company website, contact details (e-mail, phone number), first and last name of the authorized representative and salutation and for which country/countries the professional car trader wants to participate in auctions ~~and whether the professional car trader shall place bids inclusive VAT or exclusive of VAT.~~

Article 5.4.is amended as follows

Seller reserves the right to withdraw (**odstąpienie**) vehicles from sale or auction at any time, even after the auction is closed. Buyer cannot derive rights from its bid, until accepted by Seller. ~~Unless otherwise stated in writing, any~~ **All** prices or rates mentioned on the website by Seller will be exclusive of VAT and other applicable taxes, such as but not limited to, import and export taxes.. If an offer is accepted by Seller, the price will be the one that was shown in the bid. Whether VAT will be invoiced depends on whether VAT has to be shown within the invoice in accordance with the statutory regulations



DEVIATIONS FOR SPAIN TO THE GENERAL TERMS AND CONDITIONS REGISTRATION AND VEHICLE SALE FOR ATHLON CAR PLAZA

Article 6.1 is amended as follows:

The Seller will invoice, **with a pro-forma invoice to the Buyer**, the purchase price of the winning bid (including VAT if applicable) and other relevant costs to the Buyer. Buyer is obligated to pay the purchase price and applicable VAT and other taxes **based on this pro-forma invoice**.

Article 6.2 is amended as follows:

Payment shall be effected by the Buyer within **5 7** Business Days from confirmation date referred to in article 5.3, by bank transfer to Seller's bank account. After receipt of the full payment, Seller will send a Pick-Up Order, **the formal invoice and the sales contract signed on behalf of Seller** to Buyer via email. After receipt of the email, **Buyer will return, as per the instructions given in the email, the sales contract signed by Buyer to Seller. Subsequently**, with the Pick-Up Order, Buyer shall pick up the vehicle at the place indicated in the confirmation, within one week after receipt of the email. Transfer of ownership in the vehicle takes place when the vehicle is physically handed over to Buyer or its representative by handing over the keys to the vehicle, upon presentation of the Pick-Up Order. After the transfer of ownership Parties shall cooperate to register this transfer of ownership at the applicable registers in accordance with local procedures. Any costs in relation to this registration are for Buyer.

Article 11.2 is amended as follows:

The vehicle is sold without warranty. Especially Seller does not warrant that the vehicle is free of defects and damages nor that all technical updates and modifications of the vehicle have been implemented. Seller sells the vehicle, as is, in a condition that may be expected considering its age and driving history. Any claim based on defective materials and/or tires will not be accepted. **Buyer should specifically note that Vehicles sold with 180,000 kms or more are considered as scrap sale.**