



**ATHLON GENERAL TERMS AND CONDITIONS REGISTRATION ATHLON CAR PLAZA AND  
VEHICLE SALE  
Version 2020**

**1 DEFINITIONS**

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

<b>Athlon</b>	Athlon Car Lease International B.V., registered with the Chamber of Commerce under number 34066011;
<b>Agreement</b>	Any agreement or ensuing agreements on the use of Athlon Car Plaza or the purchase and delivery of vehicles which are formed between Athlon/Seller and Buyer;
<b>Business Days</b>	Monday to Friday excluding public holidays in the country where the vehicle is sold;
<b>Buyer</b>	Seller's contracting party that buys vehicles from Seller at Athlon Car Plaza;
<b>Athlon Car Plaza</b>	Platform for the remarketing of vehicles whereon Athlon organises auction for vehicles and whereon potential Buyers are enabled to purchase such auctioned vehicles. Also known as the Platform.
<b>Parties</b>	Athlon or Seller and Buyer;
<b>Party</b>	Athlon or Seller or Buyer;
<b>Pick up Order:</b>	Order Seller sends to Buyer to pick up the vehicle.
<b>Purchase Contract:</b>	Any contract for the purchase of a vehicle between Buyer and Seller concluded via Athlon Car Plaza;
<b>Staff</b>	Employees of a Party;
<b>Seller:</b>	The respective Athlon company that places a vehicle on Athlon Car Plaza for the purpose of submitting bids
<b>Terms and Conditions</b>	These Athlon General Terms and Conditions of Registration Athlon Car Plaza and Vehicle Sale
<b>Third Party</b>	A natural person or legal entity engaged by or for a Party to perform an Agreement in whole or in part, other than that Party itself or the Parties (or their Staff) themselves;

**2 APPLICABILITY**

- 2.1 If a potential Buyer wants to register itself at Athlon Car Plaza these Terms and Conditions will apply. Further these Terms and Conditions will apply for any Purchase Contract between Seller and Buyer regarding the sale and purchase of vehicles. Each Seller is allowed to make local required exceptions to these terms and conditions. These exceptions are attached per Seller to these terms and conditions.
- 2.2 Any terms and conditions utilized by Buyer will not apply and are hereby expressly rejected by Athlon and/ or Seller.
- 2.3 For purposes of these Terms and Conditions, 'written' or 'in writing' will include 'by e-mail' and by use of the tool.
- 2.4 Athlon and/ or Seller reserves the right to modify these Terms and Conditions from time to time.
- 2.5 Deviations from these Terms and Conditions will only apply if and insofar as they have expressly been confirmed in writing by Athlon and or/Seller.
- 2.6 Claims by Buyer against Athlon and/or Seller may not be assigned, pledged or transferred to a third party under any other title without Athlon's and/ or Sellers prior written permission.

**3 REGISTRATION**

- 3.1 The auction services via Athlon Car Plaza are exclusively available for professional car traders. The car trader needs to be represented by an authorized person. Athlon offers the services via Athlon Car Plaza to Buyer.
- 3.2 Buyer needs to register at Athlon Car Plaza to be able to purchase vehicles via the auction. At first instance Buyer can only register for one Seller and ask access for more Sellers via



- the system behind the log in. Each Seller checks for itself if Buyer can register due to local law requirements. For this purpose Athlon and/or Seller may request additional information to determine if Buyer indeed is a professional car trader and/or meet local law requirements.
- 3.3 Athlon and/or Seller has the right to check the accuracy of the information that is supplied by a car trader at the time of registering at Athlon Car Plaza and thereafter from time to time at its own discretion. In case the (potential) Buyer is not or no longer a professional registered car trader, Athlon has the right to refuse this Buyer and refuse to give Buyer access to Car Plaza. Athlon always has the right to refuse a Buyer at its own discretion. If Athlon refuses the registration of a Buyer, then Athlon informs Buyer and gives Buyer the opportunity to give its opinion.
- 3.4 Registration is free of charge. Buyer needs to fill the online registration form and provide Athlon with a shielded copy of the valid passport/ID- card of the authorized person and an extract of the Chamber of Commerce or other document which proves user is a professional car trader. Furthermore, Buyer needs to fill the following information at the online registration form: Company name, 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 authorized representative and salutation and for which country Buyer wants to participate in auctions. Depending on local regulations, it is possible that more information is required, local regulations needs to be accepted and that a full copy of the passport/ ID- card is necessary. This request will be done on local level in case this is applicable.
- 3.5 When Athlon and/or Seller has received the documents mentioned in Article 3.4 and Buyer has filled the online registration form, including accepting these terms and conditions, Athlon and/or Seller will make an assessment on the provided information. After positive assessment, the Buyer will receive an email with a login ID and an activation link. Buyer can then create its own password for future login. Buyer can from now on participate in the auctions.
- 3.6 Buyer is also responsible for ensuring that in its organizational area only authorized users have access to Athlon Car Plaza. Buyer must keep the login data safe and has to instruct Logged In Users to keep the password also safe. Buyer shall also be liable for all activities that are carried out by a Logged In User through its allocated account. Buyer needs to accept these terms and conditions at every login, before it can place a bid.
- 3.7 Buyer, including its Staff, will, in performing the Agreement, follow the instructions by Athlon and/ or Seller, or other legal entities or natural persons designated by Athlon and/or Seller. Buyer must immediately inform Athlon and/or Seller in writing of any instructions by Athlon and/or Seller which Buyer deems incorrect or inconsistent with the Agreement or Athlon's intentions.

#### **4 AUCTION PROCESS AND PRICES**

- 4.1 Buyer takes part in the auction by placing a bid on a vehicle in the auction. Seller is the party that places the vehicles at Athlon Car Plaza and who is the relevant party regarding the purchase of the vehicles.
- 4.2 Until the end of an auction Buyer can change its bid at any time. Once the auction is closed, Buyer cannot come back on its bid and is legally bound by it, even if it should subsequently decide not to proceed with the confirmation. Every bid is valid for one week after closing of the auction.
- 4.3 Seller decides which bid it will accept. Seller will inform Buyer only when it will accept the bid or bids, by sending the confirmation. Upon receipt of this confirmation by the Buyer, the Purchase Contract for the vehicle comes into effect.
- 4.4 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. Unless otherwise stated in writing, any prices or rates indicated will be exclusive of VAT and other taxes such as import and export.

## 5 PAYMENT AND DELIVERY OF THE VEHICLES

- 5.1 Buyer receives an invoice from the Seller where the vehicle is bought.
- 5.2 Payment shall be effected within 5 Business Days from confirmation date by bank transfer to Seller's bank account. As soon as the vehicle is ready for transport and the keys of the vehicle are handed over to Buyer, the ownership of the vehicle transfers from Seller to Buyer. Based on local law this process can be different. If this is the case then Seller will inform Buyer. If applicable in the country of Buyer, after the change of ownership parties shall cooperate according to local procedures to register this change of ownership at the applicable registers. In case there are costs related to this registration, Buyer will pay these costs.
- 5.3 Buyer is responsible for all obligations and risks relating to the vehicle as soon as the vehicle is on transport to Buyer, irrespectively if the transport is done by Buyer or Seller.
- 5.4 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.
- 5.5 If payment is not made in time, Seller sets an appropriate extension period and notifies Buyer thereof. If payment is not made within this extension period, Seller reserves the right to withdraw from the Purchase Contract and claim compensation of damages. If payment is not effected (in time) Buyer is liable for all the costs that Seller has to make, including cancellation costs. On local level it is possible that Buyer receives a penalty in case of late payment.
- 5.6 Seller accepts only payment for the vehicle from Buyer's bank account. Seller doesn't accept payments done by others than Buyer, nor payments other than by bank transfer.
- 5.7 Buyer is not entitled to set off its debt at Seller or suspend its payment.
- 5.8 Buyer has to pay the purchase price inclusive applicable VAT etc.
- 5.9 If Buyer is registered or has its registered office within a member state of the European Union the following applies:
- Buyer warrants, that he bought the vehicle for its own business purposes and that the transaction is subject to VAT regulations in the relevant country;
  - Buyer will provide evidence for transferring the vehicle to a member state of the European Union by immediately submitting a Certification of arrival (CMR) to Seller after receipt. The transmission of CMR as clearly legible fax or scan is sufficient.
  - If an authorized person of Buyer picks up the vehicle he/she has to show his/ her passport as original, a current excerpt from the Commercial Register, and the Pick up Order.
- 5.10 If the requirements mentioned in Article 5.9 are fulfilled and if Seller has received the CMR, then Seller will refund the VAT to Buyer. Seller pays at the bank account of Buyer. Seller will not pay to third parties. This article is not applicable in each country. If not applicable Seller will inform Buyer if necessary.
- 5.11 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 quantity of the vehicle;
  - Place and date of the transfer.

Buyer needs to proof that the vehicle is transferred to a country outside the European Union by hand over an Export Certificate prepared by a customs office of a member state of the European Union. If Seller receives the Export Certificate, then Athlon will refund the VAT. Seller pays at the bank account of Buyer. Seller will not pay to third parties. This article is not applicable in each country. If not applicable Seller will inform Buyer if necessary.

- 5.12 The vehicle will be delivered "as is" and with the keys and documents as mentioned at the Platform.
- 5.13 Buyer has the obligation to pick up within the period mentioned in the table below, starting the moment of receipt of the pick up order.

Origin sales:	Local Buyer:	Non Local Buyer
Belgium	1 week	1 week
France	1 week	1 week
Germany	1 week	1 week
Italy	1 week	1 week
Luxemburg	1 week	1 week
Netherlands	2 days	1 week



Poland	1 week	1 week
Portugal	1 week	1 week
Spain	1 week	1 week

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.

## **6 Complaints, Warranties and Liability**

- 6.1 Seller does not warrant that the vehicle is sold free of defects and damages. Seller sells the vehicles in the appropriate condition for its age and driving performance. The vehicles are sold without warrantee. Purchase is done on an "as is" basis without any representations or warranties from the side of Seller. Any warranty resulting from any law of the country in which the seller is established is excluded.
- 6.2 Claims of defects of material and tires are always excluded.
- 6.3 Buyer assumes responsibility against any third party claim concerning the quality and/ or technical state of the vehicle, expect in case of gross negligence by Seller during the sales process of the vehicle.
- 6.4 If Seller has to assume the responsibility for a damage incurred by the Buyer due to Sellers fault or faults of its bodies, employees and agents - irrespective of the legal basis - a liability of Seller shall only exist if the damage was caused due to intent or gross negligence.
- 6.5 Insofar as Seller has any liability against Buyer, this liability is maximized to the amount of € 1.000,-. This article is not applicable in each country. If not applicable Seller will inform Buyer if necessary.
- 6.6 Seller is not responsible for damages as a result of the fact that updates and modifications of the vehicle have not been implemented.
- 6.7 Any further liability for damages, irrespective of the legal basis, is excluded.
- 6.8 Buyer holds Seller harmless of any claims of third parties arising of disputes concerning Seller's services, the purchase and use of the vehicle.

## **7 ANTI-MONEY LAUNDERING, FRAUD AND MANUPILATION**

- 7.1 Buyer warrants that it will act in accordance with any 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 Athlon has the right to immediately withdraw from or terminate all legal transactions existing with the Supplier and the right to cancel all negotiations.
- 7.2 Athlon 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 AND INDUSTRIAL PROPERTY RIGHTS**

- 8.1 Buyer may not use the commercial names, trademark rights, signs (whether registered or not) and/or logos utilized by Athlon, unless Athlon has explicitly given prior written permission for such use. Athlon may impose conditions to such use by Buyer.
- 8.2 Buyer will indemnify Athlon against Third-Party claims regarding possible infringements of these third parties' intellectual property rights, including similar claims pertaining to knowledge, unlawful competition and the like. User will take, at its expense, any measures which may help to avoid stagnation and to limit the extra costs to be incurred or damage to be suffered because of the aforementioned infringements.
- 8.3 Without prejudice to the foregoing provisions, Athlon may, if third parties assert liability against Athlon concerning an infringement of intellectual property rights attributable to User rescind the Agreement in whole or in part, in writing without judicial intervention being required.



## **9 PROTECTION OF PERSONAL DATA**

Buyer provides Athlon and/ or Seller personal data of the authorized persons. Athlon and/ or Seller uses the personal data to fulfil the obligations of the Agreement between Athlon and/ or Seller and Buyer. The Privacy Statement of Athlon and/ or Seller describes how Athlon and/ or Seller deals with personal data. The rights of clients are listed in the Privacy Statement. You can find the Privacy Statement at: [www.athloncarplaza.com](http://www.athloncarplaza.com)

## **10 CONFIDENTIALITY**

- 10.1 Buyer will treat as strictly confidential any confidential information which Buyer receives in connection with an Agreement or otherwise from Athlon and/ or Seller.
- 10.2 Buyer will only disclose confidential information to its Staff and, as appropriate, Third Parties engaged by it that are directly involved in performing the Agreement, and only insofar as knowledge of this information is strictly necessary. Buyer will require its Staff and Third Parties engaged by Buyer to keep the confidential information secret.

## **11 ACCESS AND DISRUPTION**

- 11.1 The information on the Athlon Car Plaza website [www.athloncarplaza.com](http://www.athloncarplaza.com) is updated in real time and is the property of Athlon. All Buyers agree not to use any robot, spider, scraper or any other automated auxiliary tool to gain access to the website, for any purpose whatsoever, without the express written permission of Athlon. All Buyers also agree that they:
- will not commit any act whatsoever that solely according to the judgment of Athlon – places or could place an unreasonable or disproportionate burden on the Athlon infrastructure;
  - keep their login data safe;
  - will not copy, reproduce, alter, use for the making of derived works, disseminate or publicize any of the content of the website (other than the user's own data) without the prior express written permission of Athlon and, if need to be, the third party in question;
  - will not disrupt or try to disrupt the correct functioning of the website or any activities carried out on the website;
  - will not circumnavigate the robot exclusion messages and other measures Athlon uses to preclude or restrict access to the website;
  - will not make use of any digital data used by Athlon for its own publishing purpose (pictures, damage reports, etc.). Unless otherwise agreed between parties.
- 11.2 All rights relating to copyright, brand names, trademarks, design and the functioning of the Athlon website, as well as all information, know-how and methods, are the exclusive property of Athlon.

## **12 CONSEQUENCES OF BREACHES**

- 12.1 Athlon may terminate the access of Buyer 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 these Terms and Conditions or the law and without any further liability to Buyer, if the other Buyer
- 12.1.1 is (i) declared bankrupt, (ii) requests bankruptcy, or (iii) has been granted (temporary) suspension of payment (on local law there may be other requirement);
- 12.1.2 has a considerable portion of its assets attached;
- 12.1.3 Has its permits/licences are revoked which are necessary to perform the Agreement,
- 12.1.4 fails to meet its obligations and conditions that are required for the registration.,
- 12.1.5 Athlon has valid reasons to assume that the Buyer is or will be unable to fulfil obligations and conditions that are required for the registration or
- 12.1.6 the Buyer discontinues its business or a change occurs in the control over the Buyer business.

## **13 LIABILITY**



- 13.1 Buyer agrees to indemnify and hold Athlon, its affiliates and their licensors 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 your breach of these terms or applicable law.
- 13.2 Athlon Car Plaza, the Buyer's account, content or any materials/information (including, without limitation, text, images, graphics, links) is provided on an "as is" and "as available" basis. To the full extent permissible by applicable law, Athlon, its affiliates/ Sellers 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 tool, the Buyer's account, content or any other information related thereto or any results obtained from the use thereof or that the Buyer is able to develop, manufacture, sell or otherwise dispose of products or the developer materials or related content or any materials/information and with regards to the quality or performance of such products.
- 13.3 To the maximum extent permitted by applicable law, Athlon, its affiliates/ Sellers and their licensors will not be liable for any indirect, special, incidental, consequential, compensatory, special, multiple or punitive damages, lost anticipated profits, loss of goodwill, loss of data, business interruption, accuracy of results, or computer failure or malfunction or similar damages, whether arising in tort (including negligence), contract or otherwise, arising from or relating to these terms or from any services, materials, inputs or information provided under these terms or Athlon's performance or failure to perform under these terms, whether or not Athlon has been advised of such damages. To the maximum extent permitted by applicable law, Athlon's, its affiliates'/ Sellers and their licensor's entire liability for any and all direct damages however caused arising out of or relating to these terms is limited to one thousand euro. If any limitation on remedies, damages or liability is prohibited or restricted by law, Athlon, its affiliates'/ Sellers and their licensor's shall remain entitled to the maximum disclaimers and limitations available at law.

#### **14 APPLICABLE LAW AND COMPETENT COURT**

- 14.1 Dutch law will apply to the Agreement on the use of Athlon Car Plaza. Any disputes relating to the Agreements and/or legal relationships will be adjudicated by the court of Amsterdam. The foregoing will not affect Athlon's right to submit a dispute to the court which, in the absence of this provision, would have jurisdiction to hear such a dispute.
- 14.2 The law of the country in which the Seller is established (Domicile Country) will apply to any Purchase Contract. 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. If the Buyer is a merchant, a legal entity under public law or a special fund under public law, or if the Buyer does not have a general place of jurisdiction in the Domicile Country, relocates his domicile or usual place of residence outside of the Domicile Country after conclusion of the Purchase Contract, or if his usual place of residence and domicile is not known at the time the action is filed, the Seller's place of jurisdiction shall apply.

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## **ANNEX 1: DEVIATIONS FOR SPAIN/ PORTUGAL**



## **DEVIATIONS SPAIN AND PORTUGAL**

### **Registration**

**3.4 ES** Also the buyer needs to prove he is active in car business with an active website showing his cars in stock.

### **Payment and delivery of the vehicles**

**5.2 ES** Buyer receives a Pro-forma invoice from Athlon ES when the auction is closed and the car is assigned to him.

**5.3 ES** Payment shall be effected within 7 business days from confirmation date by bank transfer to Seller's bank account. The transfer of property will be done following the local regulations after the car is paid and the selling contract is signed by the buyer. The cost related to this transfer of property is EUR 144.63 (excluding applicable VAT), that is paid by buyer.

**5.5 ES** The costs for the transport of the vehicle are for Buyer. The transport takes place after the full payment of the vehicle by Buyer. Before the transport, the buyer will receive a pick up authorization by Athlon.

### **Complaints, Warranties and Liability**

**6.1 ES** Seller does not warrant that the vehicle is free of defects and damages. Seller sells the vehicles in the appropriate condition for its age and driving performance. The vehicles are sold without warrantee. Purchase is done on an "as is" basis without any representations or warranties from the side of Seller. Any warranty resulting from any law of the country in which the seller is established is excluded. Cars sold with 180,000 kms or more are considered as scrap sale.

## **ANNEX 2: DEVIATIONS FOR ITALY**

### **Registration**



- referring to the **art. 3.4** ("Registration"), It's added the registered/legal mail in the Contacts details;
- referring to the **art. 3.4** ("Registration"), about the shielded copy of the passport/ID – card, It's agreed to have locally the clear and full copy of ID – card or passport;
- referring to the **art. 3.6** ("Registration"), It's added: "It is understood that the Customer declares to have read and expressly accepted 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 respect with their terms and regulations. In case of violation of the relevant requirements, Athlon Car Lease Italy S.r.l. shall immediately terminate this Agreement, without prejudice to compensation for any damages suffered.";

#### **Payment and delivery of the vehicles**

- referring to the **art. 5.3** ("Payment and delivery of the vehicles"), it's agreed that when Athlon Car Lease Italy S.r.l. has just received the payment and the transfer of property is done, we send to the B2B Buyer the pick up's authorization via mail and, at the same, the sales invoice is generated in the local IT system. The physical transfer is in charge of the B2B Buyer;
- referring to the **art. 5.11** ("Payment and delivery of the vehicles"), for Athlon Car Lease Italy S.r.l. It is not applicable to refund the VAT;
- referring to the **art. 5.12** ("Payment and delivery of the vehicles"), for Athlon Car Lease Italy S.r.l. It is not applicable to refund the VAT;
- referring to the **art. 6.5** ("Complaints, Warranties and Liability"), for Athlon Car Lease Italy S.r.l. this paragraph is not applicable;
- referring to the **art. 11.1** ("Access and disruption") about digital data, It's agreed to exclude the cases contractually defined with special local Buyers;
- referring to the **art. 14.2** ("Applicable law and competent Court"), the competent Italian Court is Rome.

## **ANNEX 3: DEVIATIONS FOR POLAND**

For Poland the following Articles of GT shall be changed as follows:

### **Registration**





#### **Article 3.4**

Registration is free of charge. Buyer needs to fill the online registration form and provide Athlon with an extract of the Chamber of Commerce or other registration document, which proves user is a professional car trader. Furthermore Buyer needs to fill the following information at the online registration form: Company name, 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 authorized representative and salutation and for which country Buyer wants to participate in auctions.

#### **Auction process and prices**

##### **Article 4.4.**

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. Any prices or rates indicated will be exclusive of VAT and other taxes such as import and export.

#### **Payment and delivery of the vehicles**

##### **Article 5.3**

Payment shall be effected within 5 Business Days from confirmation date by bank transfer to Seller's bank account. The ownership of the vehicle transfers from Seller to Buyer after the full payment of the sale price. If this is the case then Seller will inform Buyer. If applicable in the country of Buyer, after the change of ownership parties shall cooperate according to local procedures to register this change of ownership at the applicable registers. In case there are costs related to this registration, Buyer will pay these costs.

#### **Protection of personal data**

##### **Article 9**

Buyer provides Athlon and/ or Seller personal data of the authorized persons. Athlon and/ or Seller uses the personal data to fulfil the obligations of the agreement between Athlon and/ or Seller and Buyer. The Privacy Statement of Athlon and or Seller describes how Athlon and/ or Seller deals with personal data. The rights of clients are listed in the Privacy Statement. You can find the Privacy Statement at: [www.athloncarplaza.com](http://www.athloncarplaza.com) and [www.athlon.com/pl/pl-pl/athlon](http://www.athlon.com/pl/pl-pl/athlon).

## **ANNEX 3: DEVIATIONS FOR FRANCE**

In deviation from the contents of the ATHLON GENERAL TERMS AND CONDITIONS REGISTRATION CARPLAZA AND VEHICLE SALE (hereafter the "GTC Car Plaza"), the Parties have agreed to the following:

**1. Article 4.2 of the GTC Car Plaza is deleted and replaced as follows:**

*"Once the auction is closed, Buyer cannot come back on its bid and is legally bound by it, even if it should subsequently decide not to proceed with the confirmation. ~~Every bid is valid for one week after closing of the auction.~~ **No cancellation from the Buyer is allowed unless payment of a penalty of 5% of the selling price.**"*

**2. Article 5.3 of the GTC Car Plaza is deleted and replaced as follows:**

*"Payment shall be effected within **8 Business Days** from confirmation date by bank transfer to Seller's bank account. As soon as the vehicle is ready for transport and the keys of the vehicle are handed over to Buyer, the ownership of the vehicle transfers from Seller to Buyer. If applicable in the country of Buyer, after the change of ownership parties shall cooperate according to local procedures to register this change of ownership at the applicable registers. In case there are costs related to this registration, Buyer will pay these costs."*

**3. Article 5.6 of the GTC Car Plaza is deleted and replaced as follows:**

*"**Any late payment will give rise, as of right, to penalties calculated at the rate mentioned in the Commercial Code, as from the due date stated on the unpaid invoice.**  
**These penalties will be payable fifteen (15) days after the sending of a formal notice to pay by registered letter with acknowledgment of receipt which has remained without effect.**  
**In the event of the Buyer's failure to pay on the due date, without prejudice to any application for damages, Seller shall invoice 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 car will be charged. And Seller reserves the right to withdraw from the purchase Agreement. Moreover any late payment of the selling price or of the penalty may cause the radiation of the Buyer from the Carplaza Website."***

**4. In article 5.14 of the GTC Car Plaza, the following paragraph is added for France as follows:**

*"**For France the pick-up has to take place within 8 days from the date of the payment. In case of late pick-up a penalty of 350 € HT per car will be charged to the Buyer by the Seller"***

**5. In article 5.14 of the GTC Car Plaza, the following paragraph is modified for France 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, **which cannot be below an amount of 350 € VAT excluded per car.** 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."*

**6. An article 5.15 is added in the GTC Car Plaza, drafted as follows:**

*"**Any technical or body problem must be notified on the CMR jointly with the park."***

**7. Article 12.1.4 of the GTC Car Plaza is deleted and replaced as follows:**

*"**fails to meet its obligations and conditions that are required for the registration, payment and pick-up of the car"***



## **ANNEX 5: DEVIATIONS FOR GERMANY**

For Sales Contracts concluded by Athlon Germany as a Seller, the following deviations in regard to the Terms and Conditions will apply:

1. In deviation from Article 4.2 of the Terms and Conditions, each bid is valid 10 days after closing of an auction.



2. In deviation from Article 4.4 of the Terms and Conditions, Buyer can choose if it wants to place its bid inclusive or exclusive VAT. If an offer is accepted by Seller, the price will be shown in the form of the bid. Whether VAT will be invoiced depends on whether VAT has to be shown within the invoice in accordance with the statutory regulations of Germany.
3. In addition to Article 4 of the Terms and Conditions, it is possible that Seller also – next to the normal bidding option, as described in Article 4 of the Terms and Conditions – unlock an option “buy-it-now”. When the “buy-it-now” option is unlocked, Buyer has the opportunity to place a bid and therefore make an offer by selecting the “buy-it-now” option. By choosing this option, Buyer makes a bid in the amount of the respective stated “buy-it-now” price. By submitting this bid, the auction is initially blocked for all remaining Buyers. Seller will then check the bid of Buyer who has chosen the “buy-it-now” option. Seller is free to decide whether to accept the “buy-it-now” offer or not. If Seller accepts the offer, Buyer will receive a confirmation according to Article 4.3 of the Terms and Conditions. If Seller does not accept the offer, the auction is reopened for the remaining Buyers.
4. In deviation from Article 5.2 of the Terms and Conditions sold vehicles will not be transported by Seller. Instead the following process shall apply:  
Buyer receives an invoice from Seller. Payment shall be effected within 5 Business Days from confirmation date 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 Article 6 of this Appendix). 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 takes place when the vehicle is physically handed over to Buyer or its representative provided that the purchase price has been paid in full. 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.
5. In deviation from Article 5.8 of the Terms and Conditions Buyer has to pay the purchase price inclusive or exclusive VAT, depending on whether VAT must be paid according to the national provisions in which the Buyer is located.
6. In the event that Buyer is not located in Germany but in a member state of the EU, Buyer will - In deviation from Article 5.9 of the Terms and Conditions and Article 4 of this Appendix – also receive a so called confirmation of arrival (CMR or “Gelangensbestätigung”) together with the Pick Up Order. Seller will not send the vehicle registration document to Buyer until Buyer has returned the fulfilled confirmation of arrival after end of the transport to the respective member state.
7. In addition to Article 5.13 of the Terms and Conditions In the event of non-Pick-up within the set deadline, Seller may exercise its statutory rights. If Seller claims for 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 Buyer proves that the damage was lower or no damage at all.
8. In deviation from Article 4 and 5 of the Terms and Conditions the following shall apply in addition with regard to the costs of the auction:  
For vehicles sold by a German Seller, an additional charge applies per purchased vehicle: If Buyer is located in Germany and buys a vehicle, which is sold by a German Seller, a local sale charge in the amount of 130 € per vehicle has to be paid additionally to the purchase price. If Buyer is



located outside Germany, the additional German local sale charge will be 250 € per vehicle. These amounts will be added on top of the placed bid and clearly described on the final invoice.

9. In deviation from Article 6 of the Terms and the conditions the following shall apply with regard to “Complaints, Warranty and Liabilities”:
- a. All vehicles are sold under exclusion of any kind of guarantee. Any purchase shall be done on an “as is basis” without any representations or warranties from the side of Seller.
  - b. The exclusion of warranty rights shall not apply to damages resulting from a grossly negligent or intentional breach of duties by Seller, its legal representatives or its vicarious agents as well as injury to life, limb or health.
  - c. If Seller is liable for damage caused by slight negligence due to statutory provisions, Seller's liability shall be limited:  
Liability shall only exist in the event of a breach of material contractual obligations, such as those which the contract of sale seeks to impose on Seller in accordance with its content and purpose, or the fulfilment of which is essential for the proper performance of the Purchase Contract and on the observance of which the Buyer regularly relies and may rely. This liability is limited to the typical damage foreseeable at the time of conclusion of the Purchase Contract.  
The personal liability of Seller's legal representatives, vicarious agents and employees for damages caused by slight negligence is excluded.
  - d. Irrespective of any fault on the part of Seller, any liability on the part of Seller for fraudulent concealment of a defect, the assumption of a guarantee or a procurement risk and under the Product Liability Act shall remain unaffected.
  - e. For other claims for damages against a German Seller, the regulations in Article 9 of this Appendix shall apply mutatis mutandis.

It is clarified that Article 13 of the Terms and Conditions shall not apply in regard of Purchase Contracts. Liability for Purchase Contracts is regulated conclusively in this Art. 8.