

A General

1. The following terms and conditions shall apply exclusively to VEBEG's live auctions of US non-tactical government vehicles.
2. All auctions of US non-tactical government vehicles shall be **in the name and for the account of the consignor, GSA Fleet Europe, hereinafter referred to as "EURO-IFMS"**. In individual cases, this may also include vehicles for whose export a licence is required.
3. EURO-IFMS is a federal agency of the United States Government. EURO-IFMS provides fleet management services for the US Forces in Europe and sells US Government property (EURO-IFMS used vehicles) to the general public.
4. EURO-IFMS is not an entrepreneur within the meaning of § 14 BGB (German Civil Code).
5. EURO-IFMS is the contracting party of the buyers, and VEBEG acts as an agent for the purchase by providing the sales platform and settles concluded contracts for and on behalf of EURO-IFMS.

B Participation

1. Those admitted to participate in the Live Auction are natural persons who are fully able to contract and legal persons who, at the time of conclusion of the legal transaction, are acting in the exercise of their commercial or self-employed activity (§ 14 BGB) as well as members of the US Forces, have registered and whose user account is activated.
2. However, there is no fundamental entitlement to registration and activation. In particular, VEBEG is entitled at any time to exclude bidders from bidding and to revoke registration.

C Procedure for the Live Auction

1. All vehicles will be called with a starting price in Euro. Bids below the starting price will not be accepted.
2. VEBEG uses an automatic bidding system with a bidding agent. There, each bidder can enter as maximum bid the amount he is willing to pay as purchase price. The bidding agent first bids the starting price or the amount required to outbid another bidder's maximum bid and automatically increases the bid in increments until the maximum bid is reached, but only by the smallest amount necessary for the bidder to be the highest bidder. A bidder is bound by his bid until it expires by a higher bid.

3. Increments

	Current price	Encrement
up to	50,00 €	1,00 €
up to	100,00 €	2,00 €
up to	500,00 €	5,00 €
up to	1.000,00 €	10,00 €
up to	2.000,00 €	20,00 €
up to	5.000,00 €	50,00 €
over	5.000,00 €	100,00 €

4. As soon as another bidder has placed an identical or higher bid, the system informs that the last bid has been outbid. A new maximum bid can be submitted. If no higher maximum bids are submitted by the end of the auction, the highest bid will be awarded the contract, even if this does not correspond to the respective maximum bid set. Bidders are bound by their bids until they expire due to higher bids.
5. VEBEG reserves the right to cancel a live auction in progress. The live auction ends at the appointed time. The system time of the VEBEG auction is decisive for this.
6. The purchase contract is concluded with the acceptance of the highest bid at the end of the auction by EURO-IFMS. There is no entitlement to acceptance of the highest bid. The highest bidder will be informed about the acceptance of his bid by e-mail. In addition, he receives an invoice for the vehicle in question.

D Payment

1. Payment of the purchase price in Euro (without the use of cash payment) shall be made within eight (8) days from the date of invoice to an account of VEBEG.
2. After payment, the buyer receives a collection authorization which entitles him to collect the purchased vehicle.
3. In the event of delayed payment, EURO-IFMS is entitled to refuse further performance, to cancel the contract, to sell the vehicle elsewhere and to hold the buyer liable for the resulting damage caused by delay.

E Collection

1. Purchased vehicles must be picked up at the respective storage location within twenty-one (21) days from the date of invoice upon presentation of the collection authorization.
2. Buyers are requested to make an appointment with the EURO-IFMS staff at the storage location at least one (1) business day before collection. Details can be found in the collection authorization.
3. If vehicles are to be driven away from the place of storage under their own power, the buyer must be in possession of transfer plates and the necessary documents.
4. In the event of a delay in collection, EURO-IFMS may charge storage costs of ten (10) Euro per vehicle and day.
5. In addition, EURO-IFMS is entitled to refuse further performance, to sell the vehicle elsewhere and to offset the proceeds of the sale against the damage caused by the delay.

F Customs

1. All vehicles offered have been procured or imported by EURO-IFMS duty and tax exempt under NATO Status of Forces Agreements and are not in free circulation in the Community.
2. Buyers must have vehicles cleared by the competent customs office before collection. For this purpose, the invoice must be presented to customs and import duties of up to 45% of the purchase price must be paid. For exports to third countries outside the Community, a transit procedure is to be opened and security of the same amount is to be paid.
3. For vehicle purchases in Italy, the buyer must use an accredited local customs agency to handle customs formalities.

H Disclaimer of warranty

1. All vehicles offered are used, have corresponding defects and signs of use and are sold as they stand at the storage location. Extensive repairs may be required to restore functionality and driveability. It is the buyer's responsibility to inspect the vehicles before bidding.
2. The vehicles are sold under exclusion of any warranty claims. The seller does not guarantee the quality, condition, completeness, functionality and homologation, freedom from accidents, obvious or hidden defects and other damages.

I Disclaimer

1. VEBEG's liability for culpable injury to life, body or health shall be governed by the statutory provisions. In all other respects VEBEG shall be liable for intent and gross negligence on the part of its legal representatives and vicarious agents. No further liability claims by entrepreneurs against VEBEG are possible.
2. The liability of EURO-IFMS due to the absence of a guaranteed quality or fraudulent concealment of a material defect is governed by the statutory provisions, but is limited in amount to the purchase price.
3. The above limitations of liability shall also apply in favour of the legal representatives and vicarious agents of VEBEG and EURO-IFMS.
4. VEBEG does not guarantee the availability of its website www.vebeg.de at any time and is not liable for technical uncertainties in connection with the internet as a medium.

J Place of performance, jurisdiction and applicable law

1. Place of performance for all payments and place of jurisdiction is Frankfurt am Main.
2. The law of the Federal Republic of Germany shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods shall not apply.
3. These Terms and Conditions for Live Auctions of EURO-IFMS vehicles shall remain binding in their remaining parts even if individual provisions are invalid.