GENERAL TERMS AND CONDITIONS

A General

1. VEBEG GmbH sells decommissioned goods of its suppliers in a tender procedure to the highest bid. Sale by VEBEG is made in its own name and for the account of its suppliers (commission business). If VEBEG also acts on behalf of the supplier (agency business), it shall disclose this in the invitation to tender, but these terms and conditions shall also be deemed to have been stipulated and agreed by the supplier.
2. The invitations to tender shall be published on the website www.vebeg.de and shall be addressed exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code). "Entrepreneurs" according to § 14 BGB are natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, are exercising their commercial or independent professional activity. VEBEG may therefore require sufficient proof of entrepreneurial status as early as in the course of registration or upon conclusion of the contract, e.g. by providing the VAT ID number and/or other suitable proof. The data requested for the proof must be provided completely and truthfully.
3. The following conditions and those specified in each case in the invitation to tender in their respective version valid at the time of bid submission shall apply to all business relations between VEBEG and its customers. Differing agreements require the written confirmation of VEBEG. VEBEG reserves the right to amend these terms and conditions, and in particular to adapt them to changes in the law and the requirements of case law. VEBEG will publish future changes to the General Terms and Conditions on the website at least 2 weeks before they come into force for future bids and request bidders to accept these new conditions before submitting bids.
4. VEBEG's invitations to tender are non-binding and do not constitute binding contract proposals in the legal sense, but are to be understood as an invitation to the bidders to submit binding contract proposals ("bids") on their part.
5. VEBEG's invitations to tender also include goods which, in VEBEG's estimation, are covered by the Export List to the Foreign Trade and Payments Ordinance and whose export thus requires a licence from the Federal Office of Economics and Export Control (BAFA). These goods will be marked with an appropriate notice.

B Instructions for the submission of bids

1. The vehicles/goods offered on the website www.vebeg.de have been decommissioned by their supplier, typically because they are no longer roadworthy or functional, or because they are incomplete. Extensive repairs and replacements may be required to restore roadworthiness, functionality or completeness. For this reason, the buyer **must inspect the goods before placing a bid**. (cf. item G "Warranty").
2. Bids may only be submitted online at www.vebeg.de until the end of the bidding period.
3. Authorized to submit bids are natural and legal persons with unlimited legal capacity, who meet the requirements under A.2, have registered and whose user account is activated.
4. 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.
5. In the case of tenders, the withdrawal of a bid is done by pressing the "Cancel" button before the bid deadline. In live auctions, the withdrawal of a bid is not possible.
6. After expiry of the bid deadline, the bidder is bound by his bid. The successful bidder will be notified within 7 days by sending of the invoice.} The successful bids will be published on www.vebeg.de.

C Sale

1. Bids of a bidder are binding contract proposals.
2. The purchase contract with a bidder shall be concluded by the acceptance of the bid in the bidding session. In principle, the award shall be made to the highest bid available at that time. The highest bidder is not entitled to be awarded the contract.
3. The statutory VAT is added to the purchase price.

D Payment

1. The payment of the purchase price must be received within 10 days after the invoice date without any deductions on an account of VEBEG, unless different dates are named in the tender. Payments shall be made in Euro, without cash payment. Bank charges and exchange rate differences shall be borne by the buyer.
2. In the case of intra-Community deliveries to the rest of the Community territory and in the case of export deliveries to the territory of a third country within the meaning of the UStG, the buyer shall pay an amount equal to the German statutory value-added tax in addition to the purchase price as security. The security deposit is refunded for intra-Community deliveries if the “Entry Certificate” of the buyer is presented to VEBEG after collection of the goods. In the case of export deliveries, the refund is made when the customs office of exit has sent the electronic exit note to VEBEG; in the case of vehicles, a certificate of registration or customs clearance or import taxation in the third country must also be submitted. The refund amount shall be forfeited if the requested evidence is not received by VEBEG within 6 months of the invoice date; this shall not affect the Buyer's obligation to submit the evidence.
3. The Buyer may only offset claims of VEBEG against claims which have been legally established or which have not been disputed by VEBEG.

E Handover of the goods

1. The buyer receives a collection authorisation after full payment of the invoice amount.
2. The buyer is obliged to collect the purchased goods within three weeks from the date of the invoice by presenting the collection authorisation, unless different deadlines are specified in the invitation to tender. This obligation to collect is a major performance obligation of the buyer. The buyer must arrange the collection date with the storage site in good time beforehand.

3. When selling to foreign buyers, VEBEG as exporter is responsible for the observance of customs regulations and for the export licence procedure. When exporting goods from the customs territory of the Community to third countries, VEBEG shall declare the goods electronically for export at the customs office of export competent for the place of storage. Third-country customers must present the goods at the customs office of export before collection. For presentation, the buyer receives the status of the export declaration signed by VEBEG with the corresponding Movement Reference Number (MRN) accompanied by the collection authorisation. After presentation, the customs office of export transmits the MRN to the customs office of exit and draws up the export accompanying document for the buyer.
4. In the case of the export of goods requiring an export licence from the territory of the Federal Republic of Germany, the handing over of the goods shall only take place after the issuing of the export licence by the Federal Office of Economics and Export Control (BAFA). The export licence is applied for by VEBEG. The buyer shall immediately provide VEBEG with the documents required for the approval procedure (e.g. end-use documents). In the case of sales to domestic buyers, it is their responsibility to check the goods for their export licence requirement, if applicable, and to apply for an export licence from BAFA.
5. The goods shall be sold from their location / storage site (ex works / EXW according to Incoterms). The buyer shall provide the labour and equipment necessary for loading and transport and shall pay any customs fees or handling costs incurred.
6. The risk of deterioration or loss of the goods shall pass to the buyer upon handover of the goods, but no later than upon expiry of the period under E.2.
7. In the case of goods sold by weight, number or measure, the exact quantity shall be determined by weighing, counting or measuring at the time of delivery under the supervision of the delivery point.
   In the case of sale by weight, the goods shall be weighed on the scales nearest to the place of storage at the buyer's expense and the weight tickets shall be handed over to the delivery point without delay.
   Customary excess quantities shall be accepted by the buyer if VEBEG so requests; they shall be invoiced subsequently at the agreed price. Appropriate credit notes will be issued for customary short quantities; subsequent delivery is excluded.
8. The buyer shall only be entitled to receive those documents (registration or replacement certificates, logbooks, etc.) which VEBEG has been authorised to pass on by its suppliers.

F Retention of title

Ownership of the goods shall not pass to the buyer until payment has been made in full and the goods have been handed over.

G Warranty

1. The vehicles/goods on sale have been decommissioned by the suppliers and are under their material control at their storage locations. Due to lack of knowledge of the actual condition of the goods, VEBEG assumes no guarantees for type, quantity, quality, condition, usability, operability, approvability, freedom from accidents and non-existence of defects.
2. References to the type, condition or composition of the goods as well as indications of quantity in the case of en bloc offers are non-binding. Information, details or assurances are only binding if they have been confirmed in writing by VEBEG.
3. The sale of the goods takes place under exclusion of any warranty.
4. The observance of safety, registration and environmental protection regulations as well as the obtaining of operating permits are the responsibility of the buyer.

H Liability

1. VEBEG's liability for culpable injury to life, body or health as well as the absence of a guaranteed quality or fraudulent concealment of a material defect shall be governed by the statutory provisions.
2. In all other respects VEBEG shall be liable for intent and gross negligence on the part of its legal representatives and vicarious agents.
3. No further liability claims by entrepreneurs against VEBEG are possible. If VEBEG is liable on the merits, VEBEG's liability shall be limited to the purchase price in cases other than those mentioned in H 1 and H 2.
4. The above limitations of liability shall also apply in favour of the legal representatives and vicarious agents of VEBEG.
5. 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.

I Delay in payment and collection

1. In the event of delay in payment VEBEG may, subject to all further rights (§§ 280, 281 BGB), charge interest at the rate of 9 percentage points above the base interest rate and withhold its due payments from all purchase contracts concluded with the Buyer.
2. In case of delay in collection, VEBEG shall be entitled to charge default costs comparable to usual storage charges of forwarding agents and/or to have the goods removed and stored elsewhere at the buyer's expense and risk. In addition, it may, after setting a deadline, sell the goods on the open market or otherwise use/dispose of them in accordance with §§ 280, 281 of the German Civil Code (BGB) and charge the buyer for the costs incurred and damages caused by the delay.

J Place of performance, jurisdiction and applicable law

Place of performance for all payments and place of jurisdiction is Frankfurt am Main.
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.
These Terms and Conditions shall remain binding in their remaining parts even if individual provisions are invalid.