The following General Terms and Conditions of Business shall, pursuant to Sec. 305(2) German Civil Code (BGB), form a component of any agreement concluded between “CarOutlet” and the Purchaser in so far as the latter takes note of said General Terms and Conditions of Business and concludes an agreement with the Company in accordance with the requirements of Art. 3 of the following General Terms and Conditions of Business.

§ 1. Scope of application

1.1. These General Terms and Conditions of Business regulate the use of the German website (caroutlet.eu). Certain functionalities and additional options may not be available with all services and/or may require a CarOutlet account to be set up.

1.2. The contractual partners of the Purchaser are “CarOutlet Germany GmbH”, Benzstraße 7, 48599 Gronau, Germany, Commercial Register No. HRB 15747, Amtsgericht Coesfeld, UAB “CarOutlet”, A. Goštauto g. 40a, LT-03163, Vilnius, Lithuania, Registration No. 302767070, and any additional affiliates of “CarOutlet Germany GmbH”, as joint and several creditors under Sec. 428 German Civil Code (BGB), which joined the group following the publication of these General Terms and Conditions of Business.

The contractual partners will hereinafter be referred to as “CarOutlet”.

1.3 CarOutlet is a protected trademark and enjoys protection under the national and EU legislation.

1.4 CarOutlet has been developed as a platform for the resale of vehicles with the aid of which leasing companies, vehicle manufacturers and other companies offer their vehicles or those to be found in the possession of suppliers for sale on the platform and professional vehicle dealers can submit their purchase bids for the vehicles offered.

1.5 In that respect, CarOutlet acts only as an agent between the supplier of the vehicle and the Purchaser wishing to purchase a vehicle on the website.

1.6. “CarOutlet”’s services are aimed exclusively at entrepreneurs within the meaning of Sec. 14 German Civil Code (BGB). These General Terms and Conditions of Business shall accordingly also only apply in relation to entrepreneurs.

1.7. The website and “CarOutlet”’s services are only meant for the “business to business” model. The website may only be used by tradesmen (entrepreneurs) to purchase vehicles.

1.8. By accepting the present General Terms and Conditions of Business, the Purchaser warrants that it is an entrepreneur within the meaning of Sec. 14 German Civil Code (BGB), and not a consumer.

1.9. Exclusively the present terms and conditions shall apply to any first-time, ongoing and future contract concluded/to be concluded with CarOutlet. CarOutlet does not recognise any terms and conditions of the Purchaser which deviate from the present General Terms and Conditions of Business. The latter shall not even form a component of the agreement if CarOutlet does not explicitly oppose them.

1.10. Upon the order being placed, the exclusive validity of these General Terms and Conditions of Business is recognised by the Purchaser.

1.11. The Purchaser is aware that it has no option of cancelling its price bid.

§ 2. Definitions

The terms defined below as used in these General Terms and Conditions of Business shall have the following meanings:

- Affiliated company – a legal entity directly or indirectly affiliated with “CarOutlet”.

- Suppliers - leasing companies and other companies which publish advertisements about their vehicles on the website.

- Website – the website of “CarOutlet”, where the Purchaser can make a price bid for vehicles that are available at www.caroutlet.eu and similar URLs via which “CarOutlet” can usually transmit the information to the Purchaser.

- Auction fee – administrative costs paid by the Purchaser for any vehicle purchased via the website.

- Regional fee – an administrative and logistics fee paid by the Purchaser for any vehicle purchased via the website , taking into account the country in which the vehicle offered for sale is located and the registered office of the Purchaser and/or the place of fulfilment.

- Purchaser – a natural or legal person who has registered on the website using the application form provided by “CarOutlet” and engages in trading with vehicles commercially.

- E-invoice – an invoice issued by “CarOutlet” and sent out in electronic form.

- Triangular scheme: a chain transaction between three parties domiciled in three different respective EU Member States (A, B and C), in the case of which goods/vehicles have been directly supplied by the first Member State (A) to the last Member State (C).

- Hot-bid phase – an extension of an auction taking the participants’ activity into consideration.

§ 3. Conclusion of the agreement

3.1 If the Purchaser creates a user account in accordance with Art. 4 of the General Terms and Conditions of Business and subsequently receives a confirmation of registration by e-mail the agreement between “CarOutlet” and the Purchaser is concluded in a legally valid manner making reference to these General Terms and Conditions of Business.

3.2 A further separate agreement including these General Terms and Conditions of Business between “CarOutlet” and the Purchaser is concluded in a legally valid manner making reference to these General Terms and Conditions of Business if the Purchaser enters into a purchase transaction concerning a vehicle in accordance with Art. 6 of the General Terms and Conditions of Business..

3.3 CarOutlet’s respective applicable price lists as at the date on which the contract is concluded shall apply to the agreements.

§ 4. Registration

4.1. The Purchaser may use the website as intended if it fills in the application form provided by “CarOutlet”, giving the correct registration data, exhibits the documentation in line with the rules for registration, confirms that it accepts the present General Terms and Conditions of Business as forming a component of the agreement pursuant to Sec. 305(2) German Civil Code (BGB), and subsequently confirms the registration separately.

4.2. The person filling in the registration form in the name of the Purchaser, who exhibits the documents in line with the registration rules and confirms acceptance of the General Terms and Conditions of Business, needs to warrant that he or she has the corresponding power of attorney to execute legal actions in the name of the Purchaser.

4.3. The Purchaser warrants that the details provided and/or documentation are true and complete. The

Purchaser undertakes to notify “CarOutlet” of any changes to the data given on the registration form and/or the documents exhibited upon registering.

4.4. The Purchaser is aware that “ CarOutlet” is not obliged to check the accuracy of the Purchaser’s details or documentation.

4.5. “CarOutlet” shall be entitled to additionally request the translation of the documents specified in Art. 4.1 into the German language by a sworn translator from any purchasers having their registered office outside the territory of the Federal Republic of Germany and have them notarised afterwards.

4.6. Purchasers domiciled in an EU Member State outside the Federal Republic of Germany shall be obliged to additionally specify a VAT identification number.

4.7. CarOutlet shall be entitled to check the accuracy of the details given on the registration form and in the documentation exhibited by the Purchaser in accordance with the registration rules specified in Art. 4.2 at any time (prior to and following confirmation of the Purchaser’s registration).

4.8 Should it become apparent that the details are not true and complete or that the documentation exhibited is invalid, “CarOutlet” shall be entitled to:

- reject the registration. In that respect, “CarOutlet” shall not be obliged to give reasons for rejecting the registration and may, at its own discretion, give the party filing the registration an opportunity to specify the details more precisely and exhibit valid documents or

- block the party filing the registration from logging in, either temporarily or permanently.

Any statutory rights on the part of “CarOutlet” shall not be affected hereby.

4.9. Should the Purchaser’s registration have been accepted by “CarOutlet”, the Purchaser will receive a corresponding acknowledgement of the registration and may, in accordance with Art. 4.1, only use the website as from this date.

4.10 Taking into account the Purchaser’s registered office and the applicable fiscal regulations, the Purchaser may be offered the option of selecting an affiliated company within the meaning of Arts 1 and 2 as the billing party.

4.11. CarOutlet reserves the right the cancel the Purchaser’s registration without giving reasons and prohibit the Purchaser and other parties using its login data from logging in, either temporarily or permanently. CarOutlet shall, in such a case, not accept any liability for any losses suffered by the Purchaser.

4.12. The Purchaser is informed that the price of the services and the amount of the auction fees, as well as any regional fees, may change, and accepts this provision.

4.13. The Purchaser undertakes to check all payment amounts upon request.

§ 5. General provisions for the use of the website

5.1. The Purchaser is informed, and confirms by accepting the General Terms and Conditions of Business, that it is liable for any actions and errors on the part of users using this website in the Purchaser’s name or by using its login data (hereinafter referred to as “users”).

The Purchaser undertakes to provide every user with a copy of these General Terms and Conditions of Business, comply with the provisions contained in these General Terms and Conditions of Business, and warrant that these will also be complied with by all its users.

All amounts offered by the representatives of a user account will be deemed amounts of the customer (and/or the Purchaser).

5.2. The Purchaser warrants that it will make responsible use of the website in accordance with the regulations of these General Terms and Conditions of Business, as well as any applicable national and international regulations within the scope of its legitimate interests, and not infringe any interests of third parties.

5.3. The Purchaser and users are prohibited from making any changes to the website.

5.4. The Purchaser undertakes to refrain from engaging in any of the following actions when using the website:

- Uploading, transmitting or otherwise distributing data containing computer viruses, tracking programmes or any other malware;

- making payments or carrying out operations or any other transactions which could interrupt, limit or otherwise interfere with the working or functioning of the website or programmes, computers and means of communication of the user;

- disseminating information and material having content that is defamatory, objectionable, infringes the rights of third parties or is threatening or illegal;

- делать заявки, не имея на это право.

5.5. The Purchaser shall accept liability and free and relieve “CarOutlet” from any liability if any damage is incurred to “CarOutlet” due to a violation of the regulations contained in Art. 5 of these General Terms and Conditions of Business.

5.6. The Purchaser agrees that, in the event of the Purchaser infringing these General Terms and Conditions of Business, “CarOutlet” reserves the right, in line with these General Terms and Conditions of Business, as well as any statutory or other regulations, to block the Purchaser and its users from accessing the site, either temporarily or permanently, without limiting its other rights and legal means of defence and without giving reasons. “CarOutlet” may, however, at its own discretion, take the decision to revoke the block on access to the Purchaser and its users, without giving reasons.

5.7. In certain cases, the Purchaser may offer its vehicle on the website and sell it at the auction.

5.8. A Purchaser wishing to sell its vehicle in line with Art. 5.6 undertakes:

- to provide an expert opinion on an assessment of the price of the vehicle to potential purchasers for download;

- to publish a complete and true description and specification of the vehicle, the technical data, its present condition and a description of any faults that it may have, as well as clear photographs of the vehicle;

- not to upload any photos or descriptions containing advertisements for or links to other websites and/or which may infringe the interests of third parties.

5.9. In certain cases, the Purchaser may offer a vehicle acquired at the website auction in order to re-sell it at a further auction.

5.10. Should the user wish to make use of the option in accordance with Clause 5.8, he or she needs to pay the company “CarOutlet” the full price of the vehicle and the services, including the delivery costs, in advance.

5.11. The Purchaser may not cancel an ongoing auction prior to its expiry.

5.12. The Purchaser undertakes to endeavour to sell the vehicle within 30 days. Following the expiry of 30 days as from commencement of the auction, “CarOutlet” shall charge the vehicle storage fee in the amount of € 15.00 per day, which needs to be paid by the Purchaser.

§ 6. Conditions of sale

6.1. Should the Purchaser’s bid be accepted as the highest bid, “CarOutlet” may purchase the corresponding vehicle from the Supplier.

It shall be up to CarOutlet to accept the Purchaser’s bid. Only in the event of the bid being accepted by “CarOutlet”, does a binding purchase agreement between the Purchaser and CarOutlet materialise at the highest bid plus auction fees and any regional fees, delivery costs and compulsory levies.

6.2. The bid will be accepted by way of a separate notification to the Purchaser on the website and/or by e-mail.

6.3. Following receipt of the notification specified in Art. 6.2, the Purchaser shall be obliged to complete an order form, giving details of the delivery address for the vehicle purchased, within one business day. By accepting the General Terms and Conditions of Business, the Purchaser declares that it is in agreement that completing the order form is mandatory in order to fulfil the agreement. Already prior to the Purchaser filling in the order form, the following details are contained on it, which can no longer be changed:

- The purchase amount (highest bid);

- the auction fee and regional fee;

- the delivery costs and any duties;

- the security deposit to be paid by the Purchaser.

6.4. When completing the order form, the Purchaser undertakes, if given the opportunity on the website to do so, to select the nature of the delivery of the vehicle and the place of fulfilment/country.

6.5. The Purchaser accepts any costs and duties which may arise in the event of fulfilment in the country of destination chosen.

6.6. CarOutlet shall not bear any liability for any losses by the Purchaser due to an incorrect choice of country of destination.

6.7. With each sale, the duties to be paid by the Purchaser will be added to the purchase price shown. The latter shall in particular include the VAT that needs to be shown in the country of the party issuing the invoice within the meaning of Art. 4.10. In the case of intra-Community deliveries and when exporting to other countries, no VAT will be shown when shipping documents are exhibited upon the vehicle being sold. The Purchaser is hereby informed that it needs to pay any VAT due in the country of destination in such a case.

6.8. In order to calculate the amount of the VAT, the vehicles will be delivered to legal persons in the territory of the European Union in accordance with a triangular scheme. That means that the Purchaser undertakes, as the last member in the chain of the scheme (Country C), to attend to the payment formalities in regard to the VAT in the EU Member State to which the vehicle is delivered.

6.9. Should the Purchaser default on fulfilling its obligations arising from Art. 6.3, “CarOutlet” shall be

entitled, after setting a reasonable grace period, to withdraw from the purchase agreement based on objectively justifiable grounds within the meaning of Sec. 308(3) German Civil Code (BGB), and to request the reimbursement of the compensation for damage in accordance with Clause 10.4.

6.10. The Purchaser undertakes to transfer the purchase amount, along with any fees and ancillary expenses in accordance with Art. 6.3, to “CarOutlet”’s bank, as specified on the order form, no later than within two business days of completing and despatching the order form.

6.11. Directly following receipt of the purchase amount, along with any fees and ancillary expenses in accordance with Art. 6.3, the vehicle will be displayed to CarOutlet showing the status “Getting ready for shipping”.

§ 7. Delivery of vehicles. Preparing accompanying documentation

7.1. The vehicles purchased are only delivered to the Purchaser using one of the methods available to choose from when placing the order, in line with the delivery conditions listed on the website.

7.2. The vehicles are transported by “CarOutlet” and/or their agent. In certain cases, the Purchaser shall be entitled to make delivery of the vehicle independently.

7.3. The vehicles are only transported into the country of destination specified on the order form. The Purchaser accepts liability for any losses incurred to “CarOutlet” if, for the purpose of fulfilling the contract, the vehicle has to be transported into a different country from the one specified on the order form.

7.4. The proprietary right in the vehicle and any risks shall pass to the Purchaser as from the moment that the vehicle is delivered. Should the vehicle be transported by the Purchaser in the name of “CarOutlet”, the risk associated with the vehicle shall pass to the Purchaser in the event of:
- the vehicle being handed over to the Purchaser;

- or following the expiry of two (2) weeks as from receipt of the authorisation to hand over the vehicle (however at the latest following the expiry of the period specified in the authorisation for the vehicle to be handed over).

7.5. The delivery costs are only given as reference values on the website. The actual delivery costs depend upon multiple criteria, such as the model of the vehicle, the location of the vehicle, etc.

7.6. Only an estimate of the date and time of delivery will be given by “CarOutlet” and/or its agent. The Purchaser shall not be released from the obligation to accept the vehicle delivered.

7.7. The vehicle can be delivered once all the following prerequisites have been fulfilled:

- the Supplier has completed the sale and handing over of the vehicle;

- the purchase price and price of the delivery have been transferred to “CarOutlet”’s bank account, as specified on the order form;

- the report on the handing over/acceptance of the vehicle has been signed;

- the documents entitling the Purchaser to collect the vehicle have been handed over to it.

The Purchaser undertakes to accept the vehicle no later than within two (2) weeks (and/or within a shorter period of time specified on the authorisation for the handing over of the vehicle) of receiving the authorisation for the handing over of the vehicle, and transport it to the country of destination. The

Purchaser confirms and accepts the condition that “CarOutlet”, the Supplier or a third party keeping the vehicle safe in its name shall be entitled, at all times, to refuse to deliver the vehicle to the Purchaser (or the carrier of the vehicle) if the Purchaser (or its vicarious agent) has not presented a valid authorisation for the handing over of the vehicle.

The Purchaser shall accept liability for its losses and any losses incurred by “CarOutlet”, the Supplier and/or a third party due to the fact that it does not have a valid authorisation for the handing over of the vehicle.

In the event of the Purchaser:

- not collecting the vehicle within two weeks or within a shorter period of time specified on the authorisation for the handing over of the vehicle after receiving the authorisation for the handing over of the vehicle, CarOutlet shall be entitled to require the Purchaser to pay storage fees in the amount of Ten Euros (EUR 10.00) per day until such time as the vehicle is handed over;

- not collecting the vehicle within two months of receiving the authorisation for the handing over of the vehicle, “CarOutlet” shall be entitled to withdraw from the purchase contract based on an objectively justifiable reason within the meaning of Sec. 308(3) German Civil Code (BGB), and request compensation for damage in accordance with Art. 10.4.

§ 8. Vehicle and accompanying documents

8.1. When delivering the vehicle to the territory of the European Union, the Purchaser undertakes to exhibit to “CarOutlet” all duly issued accompanying documents and shipping documentation necessary, and to specify the country of destination.

The Purchaser hereby accepts the condition that, in the event of there being grounds for doubt in regard to the validity or the proper issuing of the Purchaser’s shipping documents exhibited, “CarOutlet” shall be entitled to secure the vehicle documents until such time as the Purchaser presents the valid documentation.

8.2. When exporting the vehicle, the Purchaser undertakes to exhibit to “CarOutlet” all accompanying documents and export papers required, and to specify the country of destination. In this case, “CarOutlet” shall be entitled to demand a security deposit in the amount that would have to be paid in the country of the billing party within the meaning of Art. 4.10 for any vehicle exported outside the EU prior to handing over the vehicle and obtaining export documents.

The amount of the security deposit will be specified separately on the order form.

Once “CarOutlet” receives all the necessary accompanying documents and export papers from the Purchaser, which in particular provide evidence that the sale constitutes an export delivery within the meaning of the German VAT Act, “CarOutlet” will reimburse the security deposit and issue an invoice without VAT to the Purchaser.

8.3. CarOutlet shall not bear any liability for losses on the part of the Purchaser which arise due to failing to comply with the regulations contained in Art. 8.

§ 9. Information about the vehicle

9.1. By accepting the General Terms and Conditions of Business, the Purchaser confirms that it is acting as a vehicle dealer and has expertise in the field of used vehicles, their peculiarities and the rules of trading.

9.2. The Purchaser confirms and accepts the condition that all the information on vehicles is based on the Supplier’s details.

9.3. Within the scope of the statutory provisions, “CarOutlet” does not accept any liability for losses on the part of the Purchaser due to full details about vehicles not being available (e.g. accessories, colour, date of first registration, etc.).

§ 10. Limitation of liability

10.1. In the case of used items, any claims due to material defects and defects in title shall be excluded.

10.2. In the case of new items, “CarOutlet” shall assign any claims which it is entitled to assert against the manufacturer of the items (and against “CarOutlet”’s suppliers) due to material defects and defects in title to the Purchaser.

10.3. Any liability due to fault in regard to contractual negotiations or based on tort is excluded.

10.4. Excepted from the legal restrictions in these General Terms and Conditions of Business is any liability on the part of the Seller vis-à-vis the Purchaser for:

- wilful or fraudulent intent or any warranty explicitly assumed;

- any losses caused through wilful intent or grossly negligence;

- any losses due to culpable infringement of significant contractual obligations;

- any losses arising from injury to life, the body or the health based on wilful or negligent breach of duty on the part of the Seller or its legal representatives or vicarious agents.

10.5 In the case of negligently caused damage to property and pecuniary losses, “CarOutlet” and its vicarious agents shall only be liable in the event of infringing a significant contractual obligation, however the amount shall be limited to the contractually typical losses that were foreseeable upon concluding the agreement.

10.6. Excluded shall be any personal liability on the part of the statutory representatives, vicarious agents and staff members of the Seller for any losses caused due to slight negligence on their part.

10.7. “CarOutlet” does not have any control over the design and content of third party websites. It therefore dissociates itself from any third party content, even if a link has been placed on the website to such external sites. This applies to all links displayed on the website and all content on the pages to which the banners and links direct the user. Solely the Purchaser shall be liable for any illegitimate or false content or any which may be subject to misunderstanding, of any kind, and shall free and relieve “CarOutlet” from any liability claims. This statement applies to all publications on the website. The same applies to any anti-competitive notifications. “CarOutlet” shall not accept any liability for anti-competitive notifications of third parties.

§ 11. Liability on the part of the Purchaser

11.1. In so far as “Car Outlet” effectively exercises its right of withdrawal after the vehicle has been purchased on behalf of the Purchaser and after concluding the purchase agreement with the Purchaser, based on contractual and statutory regulations, it shall be entitled to require the Purchaser to pay compensation for any damage incurred.

11.2. In that respect, the Purchaser understands that “Car Outlet” does not have any opportunity to sell the vehicle to a third party, and is obliged to return the vehicle to the Supplier, with the Supplier retaining

21% of the purchase price in the event of the vehicle being returned to the Supplier.

11.3. By accepting these General Terms and Conditions of Business, the Purchaser undertakes to compensate “CarOutlet” for such damage in the event of withdrawal.

11.4 The Purchaser moreover undertakes, by accepting these General Terms and Conditions of Business, to compensate “CarOutlet” for any damage caused to “CarOutlet” through delay. The first reminder for payment substantiating default shall be free of charge. In the case of the second reminder for payment, sent in the event of non-payment, the Purchaser will be charged EUR 15.00, unless the Purchaser proves that the Seller did not incur any expenditure, or not in this amount. “CarOutlet” shall be entitled, in the event of delay on the part of the Purchaser, to require the payment of arrears interest in the amount of 8 percentage points above the respective bank base rate. “CarOutlet” reserves the right to assert greater damage. It shall be up to the Purchaser to prove that no or lesser damage caused by delay has been incurred to “CarOutlet”.

§ 12. Right of revocation

12.1. The Purchaser shall have no right of revocation once its bid has been accepted by CarOutlet.

12.2. However, CarOutlet reserves the right to agree to a request by the Purchaser for revocation, at its own discretion. In that respect, the Purchaser declares that it is in agreement that, in the event of accepting the revocation, CarOutlet shall be entitled to assert the claim for compensation for damage within the meaning of Art. 11 of these General Terms and Conditions of Business.

§ 13. Payments, reservation of ownership

13.1. The provisions in accordance with Art. 13 of these General Terms and Conditions of Business shall apply to any fees which the Purchaser needs to pay, or payments which it needs to make, when purchasing via “CarOutlet”, under these General Terms and Conditions of Business, as well as to the presentation of invoices and the making of payments during the purchasing process.

13.2. Unless anything to the contrary has been specified, any fees, payments and amounts specified on the website and in these General Terms and Conditions of Business shall be in euros, exclusive of any taxes due.

13.3. The Purchaser confirms and accepts the condition that the invoices shall be presented in electronic form and no printed invoices will be sent to the Purchaser.

13.4. The Purchaser confirms and accepts the condition that it shall bear liability for complying with any applicable legal regulations in regard to the receipt and storage of electronic invoices.

13.5. When preparing the order, the Purchaser may specify that it would like to receive a printed invoice. The Purchaser confirms and accepts the condition that CarOutlet will charge an administrative fee in the amount of Fifteen Euros (€ 15.00) for any printed invoice requested by the Purchaser. Should the Purchaser not pay the administrative fee, CarOutlet shall be entitled not to present any printed invoices to the Purchaser.

13.6. Should the Purchaser fall into arrears with any payment in accordance with these General Terms and Conditions of Business and/or any other agreements entered into with “CarOutlet”, it undertakes to pay CarOutlet damage resulting from delay in the amount of 8% above the ECB base rate annually, unless the trader provides evidence of greater damage.

13.7. Should the Purchaser fall into arrears in paying “CarOutlet”’s invoice for longer than seven days, “CarOutlet” shall, in accordance with these General Terms and Conditions of Business, be entitled to

withdraw from the purchase agreement due to an objectively justifiable reason, and require the payment of compensation for damage in acccordance with Art. 12 of these General Terms and Conditions of Business.

13.8. CarOutlet shall, in accordance with these General Terms and Conditions of Business, be entitled to refuse to hand over the vehicle and/or any documents to the Purchaser until such time as the Purchaser complies with its obligations vis-à-vis CarOutlet.

13.9. CarOutlet shall reserve ownership in the item delivered until such time as all claims which CarOutlet may presently or in future have against the Purchaser or in conjunction with the item delivered have been settled.

13.10. The Purchaser needs to pay the purchase price in advance and bear any costs incurred during the process of fulfilling the contract.

13.11. Should the fulfilment of the claim to payment be jeopardised due to an impairment of the Purchaser's financial circumstances that has occurred or become known after concluding the agreement, "CarOutlet" may withdraw from the contract, asserting a claim for damages under Art. 11 of the General Terms and Conditions of Business, without setting a grace period.

§ 14. Offsetting, assignment and right of retention

14.1. The Purchaser may only offset a claim against CarOutlet or assign the latter if it has been established with legal validity.

14.2 The Purchaser may not assert a right of retention which is based on a different contractual relationship with CarOutlet.

§ 15. Passing of the risk of accidental loss

15.1. The risk of any accidental destruction of the items to be delivered shall pass to the Purchaser once they have been handed over to the Purchaser. If the Customer is in default with acceptance, the handing over shall be deemed the equivalent of acceptance.

15.2 The risk of accidental destruction of the item delivered shall already pass to the customer as at the date on which a consignment has been handed over to the carrier or has left the warehouse for the purpose of shipping, also in the event of freight-free delivery and if the Purchaser either explicitly or implicitly requested that the goods be shipped, in particular by giving a delivery address. Should the shipping be delayed, in this respect, at the customer's request, the risk of accidental destruction shall pass to the Purchaser upon notification of readiness for shipping, in regard to which "CarOutlet" shall be entitled, but not obliged, to insure the delivery in the name of and on behalf of the Purchaser.

§ 16. Data privacy, confidentiality

16.1. The Purchaser undertakes to only process and use personal data of other users which it obtains via the website to handle and answer the respective enquiry. Such data may only be used for certain other purposes, in particular for advertising purposes, upon obtaining the necessary consent(s) from the parties concerned.

16.2. When initiating, concluding, executing or reversing a purchase agreement, data will be gathered, saved and processed by "CarOutlet"within the scope of the statutory regulations.

16.3. When the Purchaser visits our website, the IP address currently assigned to its computer, the date and time of the visit and the browser type and operating system of its computer, as well as the pages

viewed by the Purchaser will be recorded. “CarOutlet” is, however, unable to link the aforementioned data with the Purchaser's personal details, nor does it envisage doing so.

16.4. The personal details given by Purchasers to “CarOutlet”, e.g. when placing an order or in an e-mail (such as the name and contact details) will only be processed in order to correspond with the Purchaser and only for the purpose for which the Purchaser has made the data available to “CarOutlet”. “CarOutlet” will only pass on the Purchaser’s details to the carrier commissioned with delivery, to the extent that the latter is necessary to deliver the vehicles. For the purpose of handling payments, “CarOutlet” passes on the Purchaser’s payment details to the bank commissioned with handling payment.

16.5. CarOutlet warrants that it will also not pass on the Purchaser’s personal details to third parties unless CarOutlet would be obliged to do so by law or the purchasers have previously given their explicit consent. Should “CarOutlet” make use of the services of any third parties to carry out and handle data processing procedures, the regulations of the Federal Data Protection Act (BDSG) will be complied with.

16.6. Personal data provided to “CarOutlet” via the website are only saved until such time as the purpose for which they were made available to “CarOutlet” has been fulfilled. In so far as it is necessary to adhere to required storage periods under commercial and tax law, the duration of storage of certain data may be up to 10 years.

16.7. Should the Purchaser no longer be in agreement with its personal data being stored, or should the latter have become inaccurate, “CarOutlet” will, upon receiving a corresponding notification, in accordance with the statutory regulations, have the Purchaser’s data removed, corrected or blocked. Upon request, purchasers will be given access to all their own personal details that “CarOutlet” has stored about them, free of charge.

16.8. In so far as “CarOutlet” refers or links to third parties’ websites from its website, it cannot assume any warranty or liability for the accuracy or completeness of the content or the data security of such websites. As “CarOutlet” has no control over third parties’ compliance with data privacy regulations, purchasers should review the respective privacy policies provided in each case separately.

§ 17. Copyrights

17.1. All information, namely the website layout, the graphics and images used, the collection of contributions and individual contributions, is copyright-protected.

17.2. The passing on, duplication or any other use of information specified in paragraph 1 shall only be permitted subject to adhering to the following limitations. Any infringements will be prosecuted under copyright law, competition law and, if applicable, civil and criminal law.

17.3. The copying of the content of complete web pages is expressly prohibited.

17.4. The passing on or licensing of rights of use by the Purchaser to third parties shall require CarOutlet’s prior written consent in order to be legally valid.

17.5. CarOutlet shall not accept any responsibility for any infringement of rights of third parties in the event of tortious publication of information published at the portal www.caroutlet.eu that is copyright-protected by third parties.

§ 18. Place of jurisdiction

18.1 In the event of any disputes arising from the conclusion, execution or termination of this agreement, as long as the Purchaser is a trader, legal entity governed by public law or special public law funds, or does not have any general place of jurisdiction within the country, the parties agree, as a place of

jurisdiction:

- for Purchasers having their registered office in the CIS and Baltic countries (Lithuania, Latvia, Estonia) - Vilnius (Lithuania);

- for all remaining purchasers – Munich (Germany).

18.2. German law shall apply to the conclusion of any agreements and the execution of them.

§ 19. Invalidity of contractual provisions

19.1. Should any individual provisions of this agreement be or become invalid or null and void, this shall not affect the validity of the remaining provisions of this agreement.

19.2. The parties undertake to replace any invalid or null and void provisions by new provisions which do justice to the economic regulatory content contained in the invalid or null and void provisions in a legally admissible way. The same shall apply mutatis mutandis if it should transpire that there is a contractual loophole. In order to close the loophole, the parties undertake to work towards establishing appropriate provisions in this agreement, which come closest to what the parties concluding the agreement would have stipulated, in accordance with the meaning and purpose of the agreement, had they considered the point.

§ 20. Amendments or additions to the agreement

Any amendments or additions to the agreement shall require to be made in writing in order to be legally valid. No oral subsidiary agreements have been concluded.

§ 21. Amendment of the General Terms and Conditions of Business

CarOutlet reserves the right to keep the General Terms and Conditions of Business up to date, and adapt them accordingly if necessary. The customer will be informed about any amendment to the General Terms and Conditions of Business at least two weeks prior to the new General Terms and Conditions of Business coming into force. Should the Purchaser or its authorised representative not put forward any objection to the amendment within the same period of time, the amended General Terms and Conditions of Business shall be deemed to have been accepted.