

General Terms and Conditions

for the online platform <http://www.dealercars.at>
of

Bernhard Weber Handels GmbH
(Status: November 1st, 2022)

Your contractual partner for orders from our product range is Bernhard Weber Handels GmbH (FN 587002p, Sternweg 22, 8141 Premstätten; hereinafter referred to as "BWH").

1. object of the company

BWH sells used vehicles exclusively to commercial customers (= entrepreneurs).

BWH operates the website <http://www.dealercars.at> for this purpose.

The vehicles are sold either at a fixed price or in the form of hidden or open auctions.

BWH is a seller itself and does not broker any direct sales between a possible pre-seller or supplier and the customer.

BWH does not provide any services that are typical for the Austrian motor handicraft trade (repair, maintenance, overhaul, reconditioning, etc. of motor vehicles).

2. Scope of application

These General Terms and Conditions apply to all purchase contracts concluded within the framework of the online platform <http://www.dealercars.at> in the version valid at the time of buying the car.

By registering on our platform and submitting each individual bid, the customer agrees to these GTC.

These GTC apply to all future transactions, even without any further express agreement. Changes and additions to the GTC as well as verbal agreements that deviate from the content of these GTC only become effective with written confirmation by BWH. BWH expressly rejects any general terms and conditions or conditions purchase used by the customer. general terms and conditions or conditions purchase used by the customer which deviate from these GTC are not valid unless their validity has been expressly agreed to in writing.

These terms and conditions are stored on <http://www.dealercars.at> in printable form as a PDF.

3. Conclusion of contract

The customer can only purchase the vehicles offered by BWH or participate in auctions via the website <http://www.dealercars.at> if he/she registers beforehand and declares his/her consent to the present General Terms and Conditions while doing the registration.

3.1. Registration

Upon registration, but at the latest before the first admission to submit an offer, the customer must prove his status as a commercial customer by presenting an identity card or a trade licence or other suitable proof - in the case of companies registered in the commercial register, an extract from the commercial register and a copy of the identity card of the managing director.

A valid VAT number or a certificate issued by a competent tax authority is considered suitable proof. BWH is entitled to request proof of a customer's commercial buyer's status again at any time and the customer must then provide this proof within one week.

The customer will receive the registration confirmation by e-mail. BWH reserves the right not to register or not to activate potential customers or only register/activate them against payment of a deposit which BWH deems appropriate.

3.2. Liability of the customer

The customer is liable for the proper use of his user data and password. Any misuse must be reported to BWH immediately. The user account is not transferable.

3.3. Blocking of the customer and revocation

BWH is entitled to freeze a user account at any time. The customer's authorisation to make purchases can be revoked by BWH at any time (even without a reason).

In any case, the loss of the customer's status as a commercial customer automatically leads to the withdrawal of the authorisation. The customer must inform BWH immediately about the loss of the status as a commercial customer (=entrepreneur).

3.4. Termination

The customer may terminate his account at any time. If he has already placed a bid within the framework of an auction, this bid remains binding even in the case of this termination and BWH has the right to process the corresponding purchase contract (on the basis of these GTC).

The termination must be made in writing by post to Bernhard Weber Handels GmbH, Sternweg 22, 8141 Premstätten or by e-mail to info@dealercars.at.

4. Nature of bids from customers

All offers made by BWH via <http://www.dealercars.at> are invitations to the customer to make an offer. BWH's offers are subject to change.

5. Binding of the customer to submitted offers; acceptance of an offer by BWH

The offer submitted by the customer has binding effect on the conclusion of a contract. The customer must therefore proceed carefully when entering offers; erroneously incorrect offers are nevertheless binding.

In the case of a fixed-price purchase, the customer is bound to his offer to conclude a purchase contract with BWH for 10 days. In case of an auction purchase, only the highest bidder is bound to his offer, also for 10 days.

The expiry of the deadline does not constitute an acceptance of the contract by BWH, nor does a notification of a winning bid in the form of an e-mail or in the customer account of the customer on <http://www.dealercars.at>.

The offer of the customer to conclude a purchase contract is rather accepted by BWH exclusively by sending an invoice by e-mail to the customer or by actual performance.

6. Removal of vehicles from the offer list reserved

BWH reserves the right to remove vehicles from the catalogue.

7. Sales options

7.1. Fixprice

In the case of sales of vehicles at fixed prices, the customer is invited to submit a binding purchase offer by pressing the "Buy now" button. The confirmation of receipt of the purchase offer does not represent acceptance of the contract by BWH. The offer of the customer to conclude a purchase contract is rather accepted by BWH exclusively by sending an invoice by e-mail to the customer or by actual performance.

7.2. Concealed Auction

In the case of hidden auctions, the highest bids of other customers at the time are not visible and the customer only enters the price he has chosen, which he can increase at any time until the end of the auction. Submitted bids cannot be cancelled.

The expiry of the deadline does not constitute an acceptance of the contract by BWH, nor does a notification of a winning bid in the form of an e-mail or in the customer's account on <http://www.dealercars.at>.

The offer of the customer to conclude a purchase contract is rather accepted by BWH exclusively by sending an invoice to the customer by e-mail or by actual performance.

7.3. Open Auction

In open auctions, the highest offers of other customers at the time are visible. Open auctions represent an invitation to the customer to submit a binding purchase offer.

The expiry of the binding period does not constitute an acceptance of the contract by BWH, nor does a notification of a winning bid in the form of an e-mail or in the customer account of the customer on <http://www.dealercars.at>.

The offer of the customer to conclude a purchase contract is rather accepted by BWH exclusively by sending an invoice by e-mail to the customer or by actual performance.

7.4. Reservation of delivery

The conclusion of the contract takes place for all auctions under the reservation of the correct and timely delivery of the car from the supplier to BWH. As far as a delivery by the supplier cannot take place or cannot take place at the stated conditions, the customer will be informed

by BWH by e-mail that the purchase contract will not be concluded or will be cancelled free of charge for BWH.

The customer cannot derive any claims against BWH from the non-conclusion of a contract or the retroactive cancellation.

8. Purchase price, shipping costs, due date and default

8.1. Purchase price

The purchase prices stated by BWH at the end of the auction are net prices excluding VAT, Nova or other taxes and excluding transport costs.

8.2. Due date

The due date for payment of the purchase price shall be immediately after receipt of the invoice by the customer and the purchase price and the costs for the contract execution must be paid within 3 calendar days after receipt of the invoice.

Customers must provide the documents necessary for the legally compliant implementation of tax law.

8.3. Bringing the goods into another EU country

Customers without a proven registered office in Austria and without an Austrian VAT identification number (UID), who have their registered office in another member state of the European Union and have a valid and proven UID issued to the customer in their country of residence, must confirm in writing to BWH that the purchased vehicle will be taken immediately to another EU member state outside Austria. Upon collection of the vehicle, a confirmation (signed by an authorised representative) must be signed stating that the vehicle is being taken abroad (Gelangensbestätigung).

8.4. Payment option

BWH only accepts payment in advance in the form of bank transfers.

The customer will receive the bank transfer details after the end of the auction.

8.5. Default

Insofar as the customer has not paid the purchase price in full within 3 calendar days

after receipt of the invoice, the customer is in default. The occurrence of default does not require a reminder.

In case of default of payment, interest on arrears will be charged from the due date of the claim at the statutory rate of 9.2% above the respective base interest rate of the Austrian National Bank. BWH reserves the right to claim higher damages. Furthermore, in case of default of payment, a compensation for collection costs of a flat rate of € 40,00 will be charged.

Further (legal) claims remain unaffected.

A possible complaint about the goods does not entitle to withhold the purchase price due to BWH. A set-off of own claims with claims of BWH is inadmissible.

BWH reserves the right to exclude the customer from further auctions or deliveries - also confirmed ones - in case of a delay of payment and to assert a corresponding right of retention.

If the customer has not fulfilled a due liability towards BWH in full, BWH can refuse to hand over the vehicle and the vehicle documents until the liabilities have been fulfilled in full. Due liabilities are also those that have arisen from other sales or other legal relationships between BWH and the customer.

9. Cancellation fees

If the customer does not collect the vehicle in time at the designated place of performance despite the conclusion of the purchase contract, BWH is entitled to withdraw from the purchase contract.

In this case, BWH is entitled to 20% of the purchase price to be paid by the customer as a cancellation fee, which is not subject to judicial moderation.

The same applies if the customer unilaterally declares a withdrawal from the purchase contract and this withdrawal is accepted by BWH.

10. Delivery

10.1. Transport and Collection

The transport of the purchased vehicle by the pre-seller to the BWH company headquarters is carried out by BWH at the expense of the customer. The customer must collect the purchased vehicle at the address of BWH

(Sternweg 22, 8141 Premstätten) within 10 days after delivery by the supplier to BWH at his own expense. A collection date has to be agreed upon in advance (pickup during the business hours of BWH). If the goods are collected by a third party (e.g. a forwarding agent), the customer has to organise the transport himself. Transport is done exclusively at the expense and risk of the customer.

10.2. Transfer of risk

The risk of accidental loss or accidental deterioration of the vehicle shall pass to the customer upon handover of the vehicle to the customer or the third party commissioned by the customer or upon expiry of the 10-day collection period. The customer undertakes to notify BWH and the third party commissioned by him in writing or by email to info@dealercars.at of any transport damage without delay after it has been detected. Otherwise all claims against are forfeited.

11. Information requirements

The customer must truthfully provide BWH with all information and facts necessary for the provision of the service. Changed circumstances, in particular changes in the customer's data, are to be brought to BWH's attention without delay.

12. Retention of title

The purchased vehicle remains the property of BWH until all claims arising from the contract have been paid.

Vehicle documents will only be handed over by BWH to the customer after full settlement of all claims. Documents will only be handed over to "external companies" (forwarding agents, etc.) upon the express written request of the customer. Otherwise, the documents will be sent to the customer by post.

13. Withdrawal

BWH is entitled to withdraw from the contract if the vehicle perishes or is damaged before the transfer of risk or after the transfer of risk but before the transfer of possession to the customer and the customer has been informed of this immediately and the purchase price paid

by the customer has been refunded. There are no further mutual claims from the particular after the withdrawal.

14. Disclaimer of warranty

Between the customer and BWH, warranty for material defects and defects of title is expressly excluded, especially since the goods sold by BWH are used motor vehicles.

15. Waiver of avoidance

A contestation of the present contract, in particular due to error or on the grounds of § 934 ABGB (shortening by more than half) is excluded.

16. No promise of certain characteristics of the vehicles or of the operational and road safety of the vehicles sold (§ 57a KFG):

BWH receives all information on the vehicles sold via its platform from the supplying owners. It places this on the platform unchecked as part of the auction. The appraisals displayed are obtained by the owners but not by BWH and BWH has no influence on their content and therefore makes no representation about and accepts no liability for their accuracy. BWH does not make any promise of a certain characteristic of the vehicles such as freedom from defects, freedom from illegal defeat devices (emissions scandal) or the operational and road safety of the vehicles sold.

For the condition of the vehicle, the photos of the vehicles are to be taken into account in particular; in the event of a discrepancy between the written report and the photos, the photos shall take precedence. The vehicles are sold as they are, the corresponding risk that defects might be present is to be taken into account by the buyers in their bids.

17. Liability

BWH is not liable for a certain success and in any case only for grossly culpable breaches of duty and at most up to the fair value of the vehicle purchased by the customer. Liability for slight negligence is excluded in any case. Furthermore, BWH is only liable for typical and foreseeable damage, i.e. for damage that could

reasonably be expected to occur at the time of conclusion of the contract according to the circumstances known at that time. Claims from consequential (defect) damages as well as from damages for which the customer can obtain insurance coverage or which are controllable by the customer, from other indirect damages and losses or lost profits as well as generally financial losses, in particular from defective, omitted or delayed service provision, are expressly excluded. Any claim for damages to which the customer is entitled in accordance with the above provisions shall become statute-barred within six months of knowledge of the damage and the damaging party.

18. Manufacturer's warranty

If a manufacturer has made a voluntary promise that the vehicle will function properly for a certain period of time (manufacturer's warranty), the manufacturer's warranties in this regard apply. The conditions and limitations of the respective manufacturer's warranties can be found in the respective warranty conditions.

19. Force Majeure

Force majeure or other unforeseen hindrances in the sphere of BWH release BWH from compliance with the agreed obligations. Force majeure includes in particular operational and traffic disruptions, improper performance of sub-suppliers, transport interruptions or production stoppages; for the duration of the aforementioned impediment

For the duration of the aforementioned hindrance, BWH is released from the obligation to provide the service, without the customer being entitled to a price reduction or other compensation.

20. Salvatory clause

The invalidity of any provision of these GTC shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by an economically equivalent or similar but permissible provision.

21. Contract language

The contractual language is German. In case these GTC shall deviate from the German GTC,

the German GTC take precedence. All information and settlements are offered in German. Documents in other languages are for information purposes only.

22. Applicable law, place of jurisdiction and place of performance

These GTC and the contracts to be concluded incorporating these GTC shall be governed by Austrian substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).

The parties agree on the exclusive jurisdiction of the competent court for 1010 Vienna. The same shall apply if the customer does not have a general place of jurisdiction in Austria or if the customer's place of residence or habitual abode is unknown at the time the action is brought.

The place of performance is the registered office of BWH in 8141 Premstätten.

23. Data protection

It is expressly pointed out that for the fulfilment of the contract company names, addresses, telephone and fax numbers, e-mail addresses, VAT numbers as well as the payment modalities of the customer are stored by BWH on data carriers for the purpose of automation-supported support (accounting, customer file). Customer data will not be passed on to third parties, except in cases where this is necessary for the processing of contracts (to the executing delivery company). The customer expressly consents to the computer-assisted processing of his or her data.