

Audatex AUTOonline

Complaints Guidelines

Fleet – Remarketing of Used Vehicles

As of: July 2018

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1 Differentiation between justified and unjustified complaints

1.1 Prerequisites for the acceptance of complaints – considerable discrepancies

Justified complaints:

- Discrepancies regarding the year of construction / initial registration (turn of the year)
- False declaration of the model (predecessor model in the case of a change in model in the course of a year, should this not have been recognisable)
- False declaration of the type of drive (petrol / diesel etc.)
- Non- or false declaration of previous and former damage
- Type of gears (automatic / gear box)
- Discrepancies regarding equipment features, e.g. lack of air-conditioning, navigation system etc. although these had been indicated (Exception: if the photos clearly show a discrepancy in the equipment or allow such to be recognised. The photos take priority!)
- Foreign registration in the event of non-disclosure
- Re-import, should this result in discrepancies in terms of the equipment. A non-German service record or logbook does not constitute grounds for a complaint
- Any removed items of significance belonging to the vehicle that had been declared
- A change in the condition of the vehicle compared to the one indicated upon posting
- Missing or removed vehicle documents (Certificate of Registration, Part I + II)

1.2 Prerequisites for the rejection of complaints – inconsiderable discrepancies

Exclusion from all complaints whatsoever:

- Parts subject to wear and tear
- Missing second key (in the case of vehicles more than 10 years old), unless indicated otherwise
- Missing or not maintained services check book (independent of the vehicle's age)
- Minor damages causing a value depreciation of up to € 300.00
- Damage that is visible on the photos or discrepancies regarding the written description of the equipment
- Equipment not to be seen on the photos such as the tyres, LM rims
- A discrepancy in the number of previous owners indicated

2 Basic Rules

2.1 Procedure in the event of a complaint

- Direct review of the vehicle upon collection for discrepancies; in the event of a carrier being commissioned an inspection must be undertaken immediately after delivery
- Contact to be established with Audatex AUTOonline immediately after the time of the inspection
- Detailed documentation of the discrepancies on the handover record, the addition of photos or videos is necessary
- Granting of the possibility of a re-inspection (possibly by a motor vehicle expert)

2.2 Exclusion of liability for lost profits

- This liability is excluded as a general rule

2.3 Reselling / alterations undertaken to the vehicle

- No acceptance of complaints if reselling has already taken place
- Exclusion of complaints in the event of:
 - Signification alterations to the vehicle implemented by the purchaser
 - Should re-inspections (e.g. due to intermediate reselling) only be possible under more difficult conditions / in return for an inappropriate amount of effect (exception: verifiable renunciation of the right to a re-inspection)

2.4 Renegotiations

- Renegotiations regarding the purchasing price are forbidden at all times
- Renegotiations may be regarded as a significant contractual violation
- Any claims to reductions are to be notified to Audatex AUTOonline at the time of collection

2.5 Change of Owner

- In the event of a change of owner the vehicle is nonetheless to be purchased at the price offered.

2.6 Publications on other sales platforms

- No rejection of the sale of a vehicle should said vehicle also be offered at the same time on platforms such as mobile.de, Autoscout24.de, PKW.de and suchlike. Neither may multiple postings on Audatex AUTOonline be the subject of a complaint. The number of the bidding price stored under the object number shall apply at all times.

2.7 Vehicle documents

- Vehicle documents are to be provided at the time of the handing over of the vehicle
- Should any documents be missing at the time of collection this is to be reported to Audatex AUTOonline without delay
- Should it not be possible to provide any documents within 21 calendar days after the notification of the complaint, the purchaser shall be entitled to reverse the deal (unless stated otherwise in the auction)

2.8 Setting of deadlines

- Postponement of deadlines until the following working day (Section 193 BGB (German Civil Code), should the period end on a Saturday, Sunday or public holiday)

2.9 Traders' vehicles

- Complaints concerning traders' vehicles are to be settled by the parties involved among themselves

2.10 Empty trips

- Complaints concerning empty trips must be submitted immediately and justified (what had been the reason for the empty trip)
- Costs for any empty trips incurred cannot be charged to Audatex AUTOonline
- Audatex AUTOonline shall coordinate this complaint with the person who posts it

2.11 Typing Errors

- Appeals to input errors after expiry of the auction period: will not be taken into account
- During the auction period:
 - All offers are binding within the commitment period (not only the highest bid)
 - Submission of typing errors immediately, within a period of 24 hrs. at most

2.12 Stand rentals

- May only be deducted if the consent of Audatex AUTOonline has been given
- After expiry of the collection period (from the eighth day subsequent to the receipt of the collection authorisation) any stand rentals are to be borne by the bidder

2.13 Payments

- Any vehicle invoices issued are, unless stated otherwise, due for payment immediately
- Default on payment in excess of 10 days shall entitle Audatex AUTOonline to:
 - Post the vehicle anew and charge costs incurred (difference, stand rentals) to the defaulting purchaser
 - Blocking of the purchaser until payment or, in the case of repetition, beyond that

2.14 Collection

- After the collection authorisation has been received a date for the collection is to be agreed with the seller/vehicle location within a maximum period of 3 working days
- Collection should take place within 8 calendar days of receipt of the collection authorisation

3 Miscellaneous

3.1 Exclusion of review

Audatex AUTOonline is not under any obligation to review the following points;

- Correctness and completeness of the details and declaration submitted with regard to the items offered
- The items offered as such and their availability
- The conduct, person and ability to perform of the offering third party
- The legality of the posted products and descriptions

3.2 Reposting of vehicles in the event of non-collection/non-payment

- Any purchase must be settled at the price bidden
- In the event of non-collection/non-payment of vehicle/disposal in a different manner by Audatex AUTOonline
- Should the newly determined highest bid be lower than the original bid: the amount of the original bid shall be disbursed to the holder; assertion of claims to compensation regarding the difference on the part of Audatex AUTOonline against the bidder violating its duties
- Assignment of compensation claims by the seller to Audatex AUTOonline is permissible (entitlement also applies to the payment of stand rentals incurred through the fault of the bidder)