

Audatex AUTOonline

Complaints Guidelines

Salvage Exchange

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1 Differentiation between justified and unjustified complaints

1.1 Prerequisites for the acceptance of complaints – considerable discrepancies

Justified complaints:

- False statements regarding the initial registration
- Discrepancies regarding the year of construction (difference of more than one 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)
- No air-conditioning system, manual air-conditioning system (should an automatic system have been indicated)
- Discrepancies regarding equipment features (Exception: the equipment indicated in the written calculation, if nothing to the contrary is to be gathered from the photos)
- Foreign registration
- 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

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)
- 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
- Vehicle documents that are missing or have been removed (please inquire about this when contacting the dealer and complain to the holder of the vehicle)
- Equipment not to be seen on the photos such as the tyres, LM rims
- A discrepancy in the number of previous owners indicated
- Removed items or an altered condition of the vehicle that the holder has removed/altered himself are to be complained about directly to the holder
- In the case of vehicles for which the bid had been accepted within the commitment period, subsequent complaints cannot be accepted. In this case also the dealer must

reach an independent agreement with the vehicle holder and subsequently inform AUTOonline of the outcome.

2 Basic Rules

2.1 Procedure in the event of a complaint

- Direct review of the vehicle upon collection for discrepancies; immediate contact to be established with Audatex AUTOonline within 48 hours
- Detailed documentation of the discrepancies on the handover record, addition of photos or videos
- 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”, 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

- Should any documents be missing at the time of collection: cause/solution hereof is to be clarified directly with the seller
- Should vehicle identification documents have been deposited with the financing bank: the bidder is to contact said bank directly (prerequisite: the consent of the vehicle holder). The holder must request the handover document from the financing bank as he is the funding recipient. This document must be available. Only then shall the dealer have the possibility of transferring the outstanding amount to the financing bank. Stand rentals must be inquired about by the dealer and agreed with the holder.

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)
- The awarding of the contract by telephone is also valid (decisive is the initial contact through the holder)

2.9 Traders' vehicles

- Complaints concerning vehicles that are identified as traders' vehicles in SPEEDONLINE (HF) are to be settled by the parties involved among themselves
- Should vehicles not be identified as traders' vehicles they are to be accepted (cf. Figure 2.5).

2.10 Empty trips

- Costs for any empty trips incurred cannot be charged to Audatex AUTOonline, even if they have been incurred in connection with a complaint

2.11 Typing Errors

- Appeals to input errors after expiry of the auction period: shall be taken into account only in exceptional cases and with the consent of the poster (for example, insurance company)
- 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 onwards) any stand rentals are to be borne by the bidder

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)