

Complaints guidelines

Residual value & fleet

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1 Differentiation between justified and unjustified complaints

2.1 Requirements for the acceptance of complaints - significant deviations

Justified complaints:

1. Deviation from initial registration of at least 6 months
2. Incorrect specification of the model (e.g. previous model in the event of a model change within one year, if this was not recognizable)
3. Incorrect information on the drive/fuel type (gasoline, diesel, etc.) or transmission type (automatic/gearbox)
4. Non-disclosure or misrepresentation of significant previous and old damage that is not recognizable on the pictures (e.g. damage that impairs operation or safety)
5. Significant deviation in equipment features, e.g. missing air conditioning, navigation system, charging cable for electric vehicles, etc., although these were specified (except for equipment deviations that are clearly recognizable in the pictures) **Pictures take precedence**
6. Foreign license, if this was not specified
7. Re-import, if this results in deviations in the equipment (a non-German service booklet or logbook is not a reason for complaint)
8. For fleet vehicles: Missing or stolen vehicle documents (registration certificate part I + II)

2.2 Requirements for the rejection of complaints - insignificant deviations

Unjustified complaints:

1. Missing/worn wearing parts, on-board tools or breakdown kits
2. Missing duplicate keys for vehicles older than 10 years, if their presence was not indicated
3. Missing or not maintained service checkbook (regardless of vehicle age)
4. Minor damage with a total reduction in value of up to €500 net
5. Damage visible on photos or deviations from the equipment specified in writing - **pictures take precedence**
6. Missing or stolen vehicle documents (when contacting, please ask about availability, and complain to the vehicle owner)
7. Equipment not shown in the pictures, e.g. tires, LM rims
8. Deviation in the stated number of previous owners
9. Complaints about stolen items or a changed vehicle condition for which the owner is responsible must be made directly to the owner/seller
10. Deviating or incorrect replacement value
11. In the case of vehicles for which the bid acceptance was accepted outside the bid binding period, complaints cannot subsequently be lodged. Here too, the buyer must reach an agreement with the owner independently and then inform Audatex AUTOonline GmbH (hereinafter referred to as *AUTOonline*) of the outcome

2 Basic rules

2.1 Procedure in the event of a complaint

1. Complaints **must be** reported **exclusively** to *AUTOonline* (within **48** hours of collection or delivery of the vehicle) via the "Complaints" function in the archive of the website www.speedonline.autoonline.com.
2. On collection, the vehicle must be checked immediately for deviations; in the case of forwarding orders, an inspection must be carried out immediately after delivery.
3. A detailed description of the deviations (exception: hidden defects) must be noted in a handover report, including photos or videos.
4. The possibility of a follow-up inspection (if necessary by a vehicle expert) must be granted.

2.2 Exclusion of liability for loss of profit

1. The liability of the seller or *AUTOonline* for loss of profit (as well as for other consequential damages) is generally excluded.

2.3 Resale/modifications made to the vehicle

1. No acceptance of complaints
 - if resale has already taken place,
 - in the event of significant modifications (e.g. repairs etc.) to the vehicle carried out by the buyer,
 - if subsequent inspection (e.g. due to resale in the meantime) is only possible under difficult conditions / at disproportionate expense.

2.4 Renegotiations

1. Renegotiation of the purchase price **is generally prohibited** and is considered a **material breach of contract**.
2. Claims for reductions must be reported to *AUTOonline* at the time of collection.

2.5 Change of ownership

1. In the event of a change of ownership, the vehicle must still be purchased at the bid price.

2.6 Publications on other internet platforms

1. Rejection of the vehicle purchase is not permitted, even if the vehicle is/was offered in parallel on platforms such as "mobile", "Autoscout 24", "PKW.de" or similar.
2. Multiple entries in *AUTOonline* are not subject to complaint; the bid price that was submitted for the respective object number always applies.

2.7 Vehicle documents

1. If documents (ZB I, ZB II) are missing at the time of collection, the cause/solution must be agreed directly with the seller or, in the case of fleet vehicles, with *AUTOonline*.
2. If the vehicle registration document (ZB II) is deposited with the financing bank, the buyer must contact the bank directly (provided that the owner has agreed to this). The owner must request the letter of transfer from the financing bank, as he is the borrower. This letter must be available. Only then can the buyer transfer the outstanding amount to the financing bank. Parking fees must be requested by the buyer and agreed with the keeper.
3. Only for fleet vehicles: If the vehicle documents cannot be provided within **21 calendar days** of the complaint being reported, the buyer is entitled to reverse the transaction (unless otherwise stated in the auction).

2.8 Offer acceptance / Bid binding period

1. Acceptance of the offer is valid both by telephone and in writing; the buyer is responsible for ensuring that he can be contacted via the contact details he has provided to *AUTOonline*.
2. The bid-binding periods and deadline extensions set out in our [GTC under 12.5.1.2 and 12.3](#) shall apply.
3. The buyer must contact the seller within **2 working days** of receiving the acceptance of the offer.
4. If the seller informs the buyer that he is withdrawing from the sale to him despite confirmed acceptance of the offer, the buyer must request the seller by e-mail (CC to *AUTOonline*) or SMS to inform him of this in the same way.

2.9 Dealer vehicles

1. Complaints regarding dealer vehicles must always be settled between the parties involved.

2.10 Empty runs

1. Complaints about empty runs must be submitted to *AUTOonline* immediately and reasons given.
2. *AUTOonline* cannot be invoiced for costs incurred for empty runs.
3. *AUTOonline* will coordinate this complaint with the advertiser.

2.11 Typing errors when submitting bids

1. Typing errors must be submitted to *AUTOonline* *within 24* hours during our business hours (08:00 - 17:00).
2. An appeal for input errors after the bidding period has expired will only be considered in exceptional cases and with the consent of the advertiser.
3. All bids, not just the highest bid, are binding within the bidding period.

2.12 Parking fees

1. Any parking fee incurred after expiry of the collection period (from the **8th working day** after acceptance of the offer or, in the case of fleet vehicles, after receipt of the pickup authorization) shall be borne by the buyer.

2.13 Payments (only for fleet vehicles)

1. Vehicle invoices are due immediately unless otherwise stated.
2. A payment delay of more than **10 days** entitles *AUTOonline* to
 - Re-setting the vehicle and charging any costs incurred (difference, parking fee, etc.) to the defaulting buyer,
 - Blocking the buyer until payment or beyond in the event of repetition.

2.14 Collection

1. Residual value:
 - The vehicle in question must be collected within **7 working days** of acceptance of the offer, in the case of financed/leased vehicles within **7 working days** of receipt of the letter of redemption/authorization to collect.
2. Fleet:
 - After receiving receipt of the pick-up authorization, a pick-up appointment must be arranged with the seller / vehicle location within a maximum of **3 working days**.
 - The collection must take place within **8 working days** of receipt of the collection authorization.

3 Miscellaneous

3.1 Audit exclusion

1. *AUTOonline* accepts no liability for the information provided by the advertiser or seller.

3.2 Vehicle reset in the event of non-collection/payment

1. The purchase must be settled at the price offered.
2. In the event of non-collection/payment, a new vehicle listing/other sale by *AUTOonline* is permitted. If the newly determined highest bid is lower than the original bid:
 - Payment of the original bid to the seller,
 - Assertion of claims for damages for the difference on the part of *AUTOonline* to the buyer in breach of duty.
3. The assignment of claims for damages on the part of the seller to *AUTOonline* is permissible (the authorization also applies to the payment of parking fees incurred through the fault of the buyer).

3.3 GTC

1. Otherwise, our [GTC](#) apply in the currently valid version.