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General Conditions of Sale of Volkswagen AG Used Goods (version dated 1 July 2024)

1. General information

1.1

The deliveries, services and offers of Volkswagen AG (hereinafter referred to as the Seller) for the sale of used goods from their factories (hereinafter referred to as Products) are made exclusively on the basis of these conditions of sale.

1.2

The inclusion of the Buyer's conditions of business and purchase is objected to.

1.3

The Seller sells used goods from their factories exclusively to companies in accordance with Section 14 of the German Civil Code (BGB).

1.4

These conditions of sale are available in German and English. Only the German version is binding.

2. Registration

2.1.1

The required fields shall be filled out with the corresponding valid, unique and correct information and a password to register as a Buyer on the Volkswagen second hand machine market web application. All information provided as part of the registration shall be verifiable if the Seller requests related information. The Seller reserves the right to refuse registration.

The User undertakes to keep the password secret at all times. Passing on the password to third parties is not permitted.

2.1.2

If the User's company information changes after the User's registration (such as address, VAT ID), the User shall immediately change the company information that is currently stored in the system using the appropriate button on the Seller's website (under the Customer Details category).

2.1.3

The User will be informed by the Seller in writing about the activation of their account. The User is then able to submit binding offers on the Seller's website.

2.1.4

The Seller reserves the right to block the User and to delete the User's account.

2.2

If the potential contract value exceeds the value limit set by the Seller (currently EUR 50,000.00), the interested party must also register on the Group Business Platform (www.vwgroupsupply.com).

3. Conclusion of the contract

3.1.1

The Seller requests offers according to their free choice, either via the Volkswagen second hand machine market web application or via the Group Business Platform.

3.1.2

The display of the Products by the Seller on the Volkswagen second hand machine market web application, in service requests, on the Group Business Platform etc. are for information purposes only and do not constitute binding offers from the Seller. All the Seller's product offers on the Volkswagen second hand machine market web application, in service requests, on the Group Business Platform etc. are subject to change and are non-binding.

All images used by the Seller on the Volkswagen second hand machine market web application, in service requests, on the Group Business Platform etc. to display Products are sample photos only. They are not a true-to-life representation of the respective Products in all cases and are for illustrative purposes only. Products may differ from the photograph. The technical description of the Product is definitive.

3.2.1

In the event of a request for proposal from the Seller via the Volkswagen second hand machine market web application, the Bidder submits a binding offer to the Seller to enter into a sales contract with the main contract content as outlined above by clicking on the "Submit Purchase Offer/Save" button.

3.2.2

In the event of a request for proposal from the Seller via the Group Business Platform, the Bidder submits their binding offer to the Seller by uploading it in this system.

3.3

If the Seller and the Bidder agree on a binding period for the offer in an individual case, this period shall apply. If the Seller and the Bidder do not agree on a binding period for the offer in an individual case, the binding period for the offer is four weeks, determined from the expiry date of the offer submission deadline.

3.4

A sales contract between the Seller and the Bidder as the Buyer shall only come into force as soon as the Seller sends the Buyer a written sales closure (declaration of acceptance) in response to an offer from the Buyer. The Seller shall not accept the offer to enter into a sales contract until this declaration of acceptance has been sent.

3.5

Upon acceptance of the offer, a sales contract will be entered into on the basis of these conditions of sale for the selected Products.

3.6

Should the Seller not be able to deliver the sold goods through no fault of its own, the Seller is authorised to rescind from the contract with the Buyer. The Seller undertakes to inform of the inability to deliver without delay and to immediately refund any payments already made.

4. Elements of the contract

The rights and obligations of the Seller and the Buyer shall be governed by

4.1

the Seller's declaration of acceptance,

4.2

these conditions of sale,

4.3

the request to submit a binding offer including all its components,

4.4

the Buyer's offer,

4.5

the regulations of and based on the Federal Republic of Germany's public law, in particular waste legislation,

4.6

the regulations of the Federal Republic of Germany's private law, in particular the German Civil Code (BGB) and the German Commercial Code (HGB).

4.7

Unless otherwise agreed, the current versions of the equipment regulations valid at the time of the conclusion of the contract, the contractual conditions under customs and foreign trade law and the Volkswagen Group's requirements for sustainability in relations with business partners (Code of Conduct for Business Partners) shall also form part of the contract.

If the conditions of sale, including the equipment regulations, the contractual conditions under customs and foreign trade law and the Volkswagen Group's requirements for sustainability in relations with business partners (Code of Conduct for Business Partners), are not attached to the contract documents, they can be viewed and obtained from:

www.vwgroupsupply.com

4.8

In the event of a contradiction between individual contractual bases as listed

above that cannot be eliminated by interpretation, the contract component that is grouped higher according to the above list shall take precedence over the lower-grouped contract component.

5. Purchase price, payment terms, offsetting by the Buyer

5.1

Unless otherwise agreed in individual cases, the purchase price shall apply in accordance with the Seller's declaration of acceptance.

5.2

In the absence of any agreement to the contrary, the respective purchase price shall apply from the location of the Product, excluding packaging and insurance. All costs for dismantling, packaging, loading, transport securing and the transport itself as well as export processing, if applicable, must be borne separately by the Buyer.

5.3

Prices are in euros plus the statutory value added tax.

Notwithstanding any priority or supplementary provisions of the German Value Added Tax Act (UStG), this shall remain unaffected.

5.4

Any provisions provided by the Seller, such as cranes, forklifts, scales, staff etc., shall be charged to the Buyer separately at the purchase price according to expenditure. Unless specifically agreed in individual cases, the Buyer shall not be entitled to provision by the Seller.

5.5.1

Unless otherwise agreed in individual cases, the Buyer must pay the full purchase price to the Seller before the goods are collected (advance payment).

5.5.2

A payment shall only be deemed to have been made when the Seller can dispose of the amount.

5.5.3

The Buyer shall only be entitled to offset undisputed or legally established claims.

5.5.4

For technical reasons, the Buyer shall receive the invoice upon collection or immediately after collection of the goods, at the Seller's discretion.

6. Delivery

6.1 Partial delivery, accessories

The Seller is entitled to partial deliveries at any time.

Unless otherwise agreed in individual cases, sales and delivery shall take place without any accessories.

6.2 Liquid residue in products

The Seller does not perform any thorough cleaning of machine components or other products, but drains oils and greases only. The residual draining and cleaning of oils, liquid etc. must be carried out by the Buyer at their own expense before starting transportation. The Buyer shall also arrange for proper disposal at their own expense. The Buyer must strictly ensure that no residual liquid escapes during loading or transportation.

6.3 Dismantling

If, in individual cases, the Seller specifies the manner of dismantling and loading (e.g. specifications, verbal instructions), the Buyer must observe and comply with these specifications. The Buyer is obliged to follow the Seller's instructions.

The Buyer shall observe and implement the Seller's instructions; the Buyer shall comply with the relevant provisions.

6.4 Force majeure, unavoidable circumstances

Force majeure, natural disasters, fire, epidemics or pandemics, industrial disputes, unrest, war, terror, official or legal measures as well as other unforeseeable, unavoidable and serious events release the contractual partner from their obligations to perform for the duration of the disruption caused and to the extent of its effect; at the same time, the other contractual partner is released accordingly from their respective counter obligation to perform. This also applies if these events occur at a time when the contractual partner affected by the disruption is in default. If a contractual partner makes use of a third party to fulfil the respective obligation to perform for which the disruption occurs, the contractual partner affected by this disruption shall be released from its performance obligation only if and to the extent that they cannot reasonably be expected to accept any other possible remedy (e.g. recourse to another third party).

The contractual partner affected by the disruption is obliged to avert the resulting negative impacts, particularly towards the other contractual partner,

within reason and at its own expense, or to keep them as limited as possible. Upon occurrence of the disruption, the affected contractual partner is obliged to immediately provide the other contractual partner with the necessary information about the scope and the expected duration of the disruption.

The contractual partners are obliged to adjust their obligations to the changed circumstances in good faith within the scope of what is reasonable; the resulting costs are usually borne by each contractual partner itself. If an adjustment is not possible, the contractual partners are entitled to terminate the contract. This shall apply accordingly in the event of an unreasonably long-lasting (usually six months) disruption of the respective affected obligations to perform.

The preceding paragraph shall apply accordingly if: (i) during an ongoing event the contractual partners enter into a contract with a legitimate expectation that the event will end (at a certain point in time) or improve substantially, but that event continues (unreasonably longer) or does not improve significantly, contrary to the expectations of the contractual partners; or (ii) an event ends before the conclusion of a contract but reoccurs after the conclusion of the contract (e.g. recurrence of the same epidemic or pandemic).

7. Transfer of risk and warranty

The risk of accidental loss or deterioration of the purchased item shall pass to the buyer when dismantling is started. Any agreements to the contrary with priority through the inclusion of Incoterms shall remain unaffected.

The Buyer shall be obliged and, within the scope of what is reasonable for the Seller, entitled to examine the purchased item for any deficits or safety risks, at their own expense.

The Buyer acquires the purchased item under exclusion of any warranty in case of material defects and defects of title; this does not apply, however, in case of damage to life, limb or health, in case of gross negligence or intent.

8. Dates and deadlines as well as liability and other key obligations of the Buyer, liability of the Seller

8.1

If a date for the collection of the sold goods has not been expressly agreed between the Seller and the Buyer, the Seller shall determine the collection date in the declaration of acceptance in accordance with Section 315 BGB at its reasonable discretion.

Unless expressly agreed otherwise, the Buyer must collect on the agreed or specified collection date by 4:00 pm at the latest.

If the Buyer fails to meet an agreed or specified appointment and if the Buyer is in default as a result, the Seller is entitled to store the sold goods at the Buyer's expense or, if this is not possible with reasonable effort, to scrap them.

The Seller's rights arising from management without order shall remain unaffected.

8.2

The dismantling, loading, transport securing and the transport itself by the

Buyer must be carried out in accordance with the state of the art and take into account the applicable laws and due diligence, administrative orders, accident prevention regulations and the Seller's equipment regulations.

8.3

A German-speaking contact person with decision-making authority must be appointed and present throughout all activities of the Buyer and its representatives within the Seller's business division.

8.4

The Seller's liability for slight and medium negligence, including its legal representatives and vicarious agents, is excluded; this does not apply in the case of damage to life, limb or health or in the case of violation of material contractual obligations.

8.5

The Buyer shall indemnify the Seller from all third-party claims based on public and private law that they obtain against the Seller from the Buyer's act or omissions.

8.6

If the Buyer moves residual materials abroad, they must comply in particular with the Waste Shipment Act and Regulation (EC) No. 1013/2006 ('EC-VVA').

8.7

The Buyer undertakes to take all necessary and appropriate measures to combat corruption and avoid other legal violations, in particular of cartel law, competition law, environmental protection law, customs and foreign trade law, as well as violations of the rights of employees. The Buyer shall take all

reasonable organisational (including legal or contractual) measures to prevent its legal representatives, employees, subcontractors, consultants or other commissioned third parties from committing or failing to prevent acts such as bribery, corruption, granting of advantages, acceptance of advantages, money laundering, fraud or embezzlement.

In the event of a breach of these obligations or if there are reasonable grounds to suspect such a breach in connection with the performance of the obligations under this contract, the Buyer shall notify the Seller without delay and inform the Seller of the measures it is taking to remedy the breach and to prevent future breaches. If the Buyer fails to inform the Seller immediately or fails to take suitable remedial action within 60 days of becoming aware of the breach, the Seller is entitled to terminate the affected contract without notice or to terminate the business relationship as a whole with immediate effect. The Buyer shall indemnify the Seller, its legal representatives, officers and employees against all claims, damages, costs and expenses, including but not limited to legal fees, resulting from any breach of the obligations under this clause, unless this breach is attributable to the Seller or a third party engaged by the Seller.

Otherwise, the "Volkswagen Group requirements on sustainability in its relationships with business partners (Code of Conduct for Business Partners)" available at www.vwgroupsupply.com apply.

If the Seller or authorities request insight into the production process or the performance of the services and into the Buyer's documents and processes relating to the order in order to verify

certain requirements, the Buyer undertakes to permit such verification or an audit in its area and to provide all reasonable assistance in this.

9. Transfer of title, retention of title

9.1

Except in the cases of retention of title pursuant to sections 9.2 to 9.5, ownership shall pass to the Buyer upon transfer of possession of the purchased goods by the Seller.

9.2

Insofar as the purchase price has not already been paid in full by the Buyer in advance or if the Buyer has provided the Seller with a guarantee in accordance with the agreements made in the amount of the purchase price, all deliveries by the Seller shall be subject to retention of title.

9.3

In the event that the Buyer processes the object of purchase together with other objects not belonging to the Seller, during the retention of title the Seller shall acquire ownership of the new object in proportion to the invoice value of the processed goods subject to retention of title relative to the purchase price of the other processed objects.

9.4

In the event of the resale of the goods subject to retention of title, the Buyer hereby transfers the resulting receivables to the Seller accepting this transfer, whereby the Buyer shall remain entitled to collect the purchase price from the resale until the Seller has revoked this. This assignment also takes place in the same way if the goods subject to

retention of title were adapted or processed beforehand or if they are sold to several buyers. The assigned claim shall serve as security for the seller up to a maximum of the invoice value of the goods subject to retention of title sold by the seller to the buyer. In the event that the goods are resold by the Buyer together with other goods not belonging to the Seller, whether without adaptation or processing or after adaptation or processing, the assignment shall only apply up to a maximum of the value of the goods involved in accordance with the invoice of the Seller.

9.5

The Seller undertakes to release the securities to which they are entitled on the Buyer's request to the extent that the recoverable value of these securities held exceeds the receivables to be secured by more than 10%. The Seller may select the securities to be released.

10. Data protection

The Seller shall only process the personal data collected as part of the sale of Products and the provision of services within the framework of the statutory provisions (in particular for the fulfilment of the contract) or on the basis of an effective consent.

11. Applicable law

The laws of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of German international private law.

12. Place of performance and jurisdiction

12.1

The place of performance for all obligations of both contractual partners is the location of the purchased item.

12.2

The place of jurisdiction for legal disputes arising out of or in connection with the contract, including the question of its conclusion, termination or continuation, shall be Wolfsburg. This agreement on the forum likewise extends to cheque-related claims.

13. Partial invalidity, severability clause

Should provisions of a contract concluded under inclusion of these conditions of sale be or become legally invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. An appropriate provision shall be inserted in the place of the ineffective or unenforceable provision that, in so far as is legally possible, most closely represents what the contractual partners intended or would have intended in accordance with the meaning and purpose of the contract had they considered the point during the conclusion of this contract.

Each contractual partner shall be entitled to demand that what is valid according to the preceding paragraph is recorded in writing by amending or supplementing the wording of the contract.