



**SOLAR AUCTIONS**

## **General Terms and Conditions**

**A) General Terms and Conditions and Terms of Use for Consumers**

**B) General Terms and Conditions and Terms of Use for Entrepreneurs**

---

**General terms and conditions for the use of the website [www.solar-auctions.com](http://www.solar-auctions.com) for consumers**

---

**I. Legal relationships Auction and "buy-it-now" auction**

**II. personal scope, registration or login and exclusion**

**III. conclusion of legal relationship**

(a) Bidding procedure, award and third party rights

b) Offer, order confirmation and conclusion of contract "Buy it now".

**IV. Revocation**

a) missing possibility of revocation at auction

b) Cancellation instructions, sample cancellation form "Buy it now"

**V. Payment**

a) of bid amount and premium in the case of an auction

b) of purchase price for "Buy it now"; shipping costs

**VI. transfer of risk and collection**

(a) at auction

(b) in the case of buy-it-now case

**VII. special features for bidders and buyers from EU states and non-EU states**

**VIII. set-off and retention of title**

(a) at auction

(b) in the case of buy-it-now case

## **IX. Warranty Claims and Liability**

(a) at auction

(b) in the case of "buy it now"

## **X. The EU Commission's dispute settlement platform**

## **XI. Information on the placing on the market, take-back and environmentally sound disposal of electrical and electronic equipment**

## **XII. Privacy Policy**

## **XIII. severability clause, applicable law**

### **I. Legal relationships Auction and "Buy Immediately**

(1) Solar Auctions GmbH, represented by the Managing Director Peter Werner, Auf dem Sand 14, 40721 Hilden, Email: [service@solar-auctions.com](mailto:service@solar-auctions.com), Telephone:+49-(0)2103-78932-00, Fax:+49-(0)2103 - 78932-20 (hereinafter: "SA"), auctions used items as auctioneer via its Internet platform [www.solar-auctions.com](http://www.solar-auctions.com) in the name and for the account of the client against highest bids. SA also offers new and used items for sale on its Internet platform as fixed-price items in the form of the "buy now" option in the name and for the account of the principal. With regard to consumers (hereinafter: bidders/buyers) within the meaning of § 13 BGB (German Civil Code), the following terms of use and general terms and conditions shall apply in the version valid at the time of the start of the auction (hereinafter referred to as "GTC"). A consumer in the sense of § 13 BGB is any natural person who concludes a legal transaction for purposes which can predominantly neither be attributed to his commercial nor his self-employed professional activity.

(2) Within the framework of auctions and sales transactions, SA only acts as an intermediary and not as the seller of the items by way of the "Buy It Now" option. The legal relationship regarding the acquisition of objects is therefore exclusively between the client and the bidder. This also applies to fixed-price items which are offered for sale via the "Buy Now" option. In this case, the legal relationship is established between the client and the buyer.

(3) These GTC regulate the legal relationship between SA or the client and the persons who submit bids for the items to be auctioned within the framework of the online auctions or who accept binding offers from the client by way of the "Buy it Now" option (hereinafter: "Bidder" or after a "virtual" knockdown has taken place and/or after purchase within the framework of the "Buy it Now" option: "Purchaser"). The bidder/buyer acknowledges the sole binding nature of these conditions; deviating, conflicting or supplementary general terms and conditions shall not become part of the contractual relationship with the client or with SA.

### **II. personal scope of application, registration or registration and disqualification**

(1) Only persons who have reached the age of 18 are entitled to use the platform [www.solar-auctions.com](http://www.solar-auctions.com) to participate in auctions and place bids, but also to purchase items via the "Buy Now" option. For persons under the age of 18, the consent of their legal representative is required.

(2) The prerequisite for submitting a bid within the framework of the online auctions and accepting the bid within the framework of the "Buy Now" option is the prior registration of

the bidder/buyer with SA. For this purpose, the bidder/buyer must provide the data required by SA completely and correctly.

(3) When registering for the first time, the data requested on the SA website, such as first and last name, a billing address (no PO box), a password and a valid e-mail address must be provided. The bidder/buyer will be informed accordingly of the successful registration and then a system-generated assignment of an unchangeable bidder number by e-mail.

(4) The applicable identity card number SA reserves the right to have the legitimation proven by the transmission of a copy of a proof of identity (copy of the identity card).

(5) By registering, the bidder/buyer authorises SA to collect, store, process and use personal data for its own purposes. SA shall in particular observe the provisions of the Federal Data Protection Act and the EU-DSGVO (see Data Protection Declaration).

(6) If the data provided during registration changes, the bidder/buyer is obliged to update the aforementioned data immediately in his customer account. The bidder/buyer is liable for errors resulting from omission.

(7) The bidder number and password are required for each registration (login).

(8) The bidder/buyer undertakes to ensure that no unauthorised third party obtains knowledge of his bidder number and password. If this has nevertheless been done or if the bidder/buyer has corresponding indications of this, the bidder/buyer is obliged to inform SA of this immediately. The bidder/buyer is liable for all actions relating to his account if he enables a third party to access or use the account accordingly.

(9) If the bidder/buyer violates essential provisions of these General Terms and Conditions - this includes in particular a violation of his duty of care in handling the access data - SA is entitled to exclude the bidder/buyer from further use of the Internet portal with immediate effect.

(10) In all other respects, reference is made to the special exclusion circumstances of non-payment and non-purchase of auctioned items [V. (14) and VI. (8)].

(11) Affected persons will be notified of any exclusion by e-mail. After SA has blocked the access of a bidder/buyer due to a violation of essential provisions of these GTC, the bidder/buyer is only entitled to a renewed registration on the Internet portal with the prior written consent of SA.

### **III. conclusion of the legal relationship**

#### **(a) Bidding procedure, award and third party rights**

(1) The objects of the respective client depicted in SA's online auction catalogue represent a non-binding invitation to submit bids. These are all items which have been placed and which are offered in their actual condition - as they stand and lie. SA reserves the right to change the numerical sequence indicated in the online auction catalogue, to combine or withdraw items.

(2) The details given in the online auction catalogue, in particular technical data, dimensions, makes, years of manufacture or quantities, are non-binding and do not constitute a determination of the quality of the items; in particular, the details given in the online auction catalogue do not constitute a guarantee of quality. The information in the online auction catalogue has been compiled exclusively by the offerer/client. SA has no influence on the information. SA therefore recommends that the items be inspected at the

respective location, which is possible at any time during the inspection times specified by SA.

(3) Bids can only be submitted by registered persons. The submission of bids by means of automated data processing processes not authorised by SA (e.g. so-called "sniper" programmes) is not permitted. It is prohibited to use mechanisms, software or other routines in connection with the use of the online auctions which could impair or destroy the functionality in any way. Violations will be prosecuted and damages will be claimed.

(4) The online auction begins with a starting price for each item. The bid must be increased at least in increments dependent on the minimum bid. The next higher increment is automatically displayed. A higher bid can also be placed independently of this. A bidding agent is made available who automatically increases the bid of the person using the bidding agent step by step within the given framework until the person is again the highest bidder. The bidder is bound by his bid until it expires by a higher bid.

(5) Bids must be submitted within the term of the respective online auction. The duration of the individual bids shall be determined by SA. SA reserves the right to extend or shorten the running times without giving reasons. Only SA's system time clock is decisive for determining the final time which ends the respective term. If a bid exceeding the previous bids is made less than 5 minutes before the end of the closing time of the online auction, the closing time shall be postponed to such an extent that there is a period of 5 minutes between the submission of this highest bid and the end of the online auction. This shall continue until no higher bid is received within a period of 5 minutes.

(6) The bid submitted by the bidder is a bid for the award of the contract. The bidder is bound to his bid until it expires by an effective, higher bid. Each bid can be rejected without giving reasons and at the free discretion of SA as representative of the client and the knockdown can be refused. SA is entitled to exclude persons or their representatives from the online auction without giving reasons.

(7) The bidder who has submitted the highest bid at the end of the online auction shall be awarded the contract. The knockdown is made by means of a knockdown confirmation by email ("virtual knockdown"). This notification corresponds to the knockdown within the meaning of § 156 S. 1 BGB and becomes effective with the dispatch by SA.

(8) If the highest bid is below the minimum price stated by the bidder, the hammer price is awarded subject to a written declaration by SA that it will also sell the items at the present highest bid. If SA does not make a declaration within 3 working days of the end of the online auction, the bid shall be deemed not to have been accepted.

(9) The highest bidder is bound by his bid, while SA is entitled to award the contract only subject to reservation. In this case, the bidder is bound to his bid for the duration of the period determined by SA. The knockdown becomes effective when the written notification is sent to the e-mail address specified by the bidder.

(10) SA reserves the right in accordance with § 156 S. 2 Alt. SA reserves the right in accordance with § 2 BGB to close the online auction before reaching the closing time without awarding the contract for a justified reason.

(11) Should excluded persons participate in a violation of II.(1), they cannot claim that the online auction is ineffective against them. SA, on the other hand, reserves this right.

(12) The client is exclusively liable for the release of third party rights to the items offered.

b) Offer and conclusion of contract in the case of "buy now".

(1) The offers of SA in the name and on account of the client in the online shop are subject to confirmation and a non-binding invitation to the purchaser to submit an offer. We reserve the right to make technical changes to the components or further technical developments.

(2) The documents, leaflets, info sheets, descriptions, other printed matter or similar belonging to the offer do not represent any assurance of properties, they serve only for the orientation and information of the buyer.

(3) Guarantees shall only be binding if and to the extent that they are warranted by the manufacturer and are described as such in an offer or an order confirmation and the obligations of the customer arising from the guarantee are also specified there in detail. Furthermore, the manufacturer's warranties apply to all goods delivered by the client or SA. The client and SA themselves do not assume any guarantees. At most the manufacturer's guarantees will be passed on.

(4) The desired product can be placed in the shopping basket without obligation after registration by clicking the button [in the shopping basket]. The contents of the shopping cart can be viewed at any time without obligation by clicking the [Shopping Cart] button.

The products can be removed from the shopping cart at any time by clicking on the [Remove] and [Update] fields. If the product is to be bought in the shopping basket, the button [to order] must be clicked. Then all necessary data for the conclusion of the order procedure are to be indicated. The mandatory fields are marked with an [\*]. After entering the data and selecting the payment and shipping method, the [Select] button takes you to the order page (confirmation), where the entries can be checked again.

Up to this step, you can go to the previous page by clicking the [back] button of the browser and correct the entries. The process can also be aborted at any time by closing the browser window. By clicking the button [Buy now] the order process is completed.

#### **IV. Revocation**

##### **a) Missing revocation possibility with auction**

The bidder is hereby informed that - even if he is a consumer - he is entitled to a refund in accordance with § 312 g Paragraph 2 Sentence 1 No. 10 BGB (German Civil Code), since it is a contract concluded within the framework of a form of marketing in which the entrepreneur offers goods or services to consumers who are personally present or to whom this possibility is granted, in a transparent procedure carried out by the auctioneer based on competing bids, in which the bidder who has been awarded the contract is obliged to purchase the goods or services (publicly accessible auction).

##### **b) Cancellation Policy, Sample Cancellation Form "Buy It Now**

The bidder is hereby informed that - even if he is a consumer - he is entitled to a refund in accordance with § 312 g Paragraph 2 Sentence 1 No. 10 BGB (German Civil Code), since it is a contract concluded within the framework of a form of marketing in which the entrepreneur offers goods or services to consumers who are personally present or to whom this possibility is granted, in a transparent procedure carried out by the auctioneer based on competing bids, in which the bidder who has been awarded the contract is obliged to purchase the goods or services (publicly accessible auction).

##### **b) Cancellation Policy, Sample Cancellation Form "Buy It Now**

#### 4. revocation instruction for consumers

Consumers have a right of withdrawal. A consumer is any natural person who concludes a legal transaction for purposes which can predominantly neither be attributed to his commercial nor his self-employed professional activity.

##### Right of revocation

You have the right to revoke this contract within fourteen days without giving reasons.

The revocation period shall be fourteen days from the day on which you or a third party named by you who is not the carrier have taken or have taken possession of the last goods. If you have ordered several goods in a single order and these are delivered separately, the period shall commence on the day on which you or a third party other than the carrier designated by you have taken possession of the last partial consignment or the last piece.

In order to exercise your right of withdrawal, you must notify SA, which is authorised by the principal to accept declarations with effect on behalf of the principal, of

#### **Solar Auctions GmbH**

Auf dem Sand 14  
40721 Hilden

Email: [service@solar-auctions.com](mailto:service@solar-auctions.com)

Phone: +49-(0)2103-78932-00  
Fax:+49-(0)2103 - 78932-20

inform you by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to revoke this Agreement. You can use the attached sample revocation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient for you to send the notification of exercising the right of revocation before the expiry of the revocation period.

##### Consequences of the revocation

If you revoke this Agreement, we shall reimburse you immediately and no later than fourteen days from the date on which we received notice of your revocation of this Agreement for all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). We will use the same means of payment used by you in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund. We may refuse to refund until we have received the Goods back or until you have provided evidence that you have returned the Goods, whichever is earlier.

You shall bear the direct costs of returning the goods.

You must return or hand over to us goods that can be sent by parcel post immediately and in any case at the latest within fourteen days of the day on which you inform us of the

revocation of this contract. This period shall be deemed to have been observed if you dispatch the goods before expiry of the period of fourteen days. Goods that cannot be sent by parcel post will be collected at your expense. The costs are calculated according to the weight of the goods (per pallet and weight of the pallet) and distance (verified according to postal code). The exact costs of the return per pallet and depending upon distance within Germany you can take from the freight cost table.

You only have to pay for a possible loss in value of the goods if this loss in value is due to handling them that is not necessary for checking the condition, properties and function of the goods.

- End of the revocation instruction -

If you want to cancel the contract, please fill out the following form and send it back. However, the form is not mandatory.

Cancellation form

An:

**Solar Auctions GmbH**

Auf dem Sand 14  
40721 Hilden

Email: [service@solar-auctions.com](mailto:service@solar-auctions.com)

Phone: +49-(0)2103-78932-00

Fax: +49-(0)2103 - 78932-20

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods:

Designation:

---

Order-ID / invoice number (\*) (no mandatory field):

---

Ordered on / received on (\*):

---

Please enter your name/address here.

First name/last name:

---

Street:

---

Postcode / City:

---

Date:

---

Signature (only for paper messages):

---

(\*): Delete as appropriate.

## **V. Payment**

a) of bid amount, premium and value added tax at auction

(1) The premium to be paid by the bidder in addition to the bid amount currently amounts to 18% of the highest bid, unless another auction premium has been agreed. The statutory value added tax (VAT) is levied on the total amount.

(2) The bid amount, the buyer's premium and the VAT are due immediately at the time of the knockdown upon receipt of the knockdown confirmation and the electronic invoice in the case of a knockdown subject to reservation immediately after the elimination of the reservation, unless otherwise agreed. The invoice will only be transmitted in electronic form. A deduction of discount is not permitted.

(3) The knockdown confirmations/invoices sent to the bidder after completion of the online auction shall be handed over subject to a further review.

(4) SA is entitled to collect bid amounts and ancillary services in the name and on account of the client.

(5) The bidder shall be informed of the payment modalities by e-mail.

(6) The legal regulations regarding the consequences of late payment shall apply. Interest on arrears shall be charged at a rate of 5 percentage points above the respective base interest rate p.a.. We reserve the right to claim higher damages for late payment.

(7) If the bid amount is not paid on time, the client or SA shall be entitled, after setting a reasonable grace period and its fruitless expiry, to withdraw from the contract and demand damages for non-performance, in particular to resell or auction the items again on the open market, whereby any shortfall in proceeds and the additional costs incurred as a result shall be borne by the bidder.

(8) SA reserves the right to exclude defaulting bidders from future participation.

b) of the purchase price for "buy now" ; shipping costs

(1) The prices stated on the product pages include the statutory value added tax and other price components and are shown separately in the invoice.

(2) The amount of the shipping costs can be found in the notes on shipping costs (shipping table (please click)) on the right side of the shop. It is pointed out that the goods will only be dispatched upon request and separate order, and that the goods must always be collected from SA's headquarters in Hilden.

(3) Payment shall be made in advance. The data required for payment will be provided after the order has been placed.

(4) The delivery of the goods takes place with the prepayment payment methods after receipt of payment.

(5) If the buyer is responsible for the undeliverability of a shipment, he must bear the additional costs incurred as a result. Shipments are considered undeliverable if no person authorised to receive them is found and the collection period has elapsed fruitlessly, acceptance is refused by the recipient or authorised recipient or the recipient cannot be identified at the address indicated by him. Refusal of acceptance shall also include the prevention of delivery via an existing receiving facility (e.g. pass-on/no insertion at the house letter or parcel box) or the refusal to hand in the acknowledgement of receipt.

## **VI Passing of risk and collection/delivery time**

(a) at auction

(1) Liability and the risk of accidental destruction and loss of or damage to the object purchased by auction shall pass to the bidder when the object is handed over.

(2) The actual delivery of the items awarded shall take place only after full payment of the amounts specified in V.a)(1).

(3) The knockdown shall oblige the buyer to accept the items immediately. If the bidder does not accept the delivery offered after the acceptance of the bid, no safekeeping contract shall be established by any actual storage of the items by the client or third parties.

(4) Disassembly and removal of the items shall be at the cost and risk of the Bidder and in compliance with the applicable occupational health and safety guidelines and the applicable industry and company regulations of the Customer.

(5) The tenderer shall be liable for damage culpably caused to the property of the principal, SA or third parties during collection, dismantling or removal. In accordance with § 278 BGB (German Civil Code), the bidder assumes liability for the companies acting on his behalf.

(6) All objects belonging to the scope of exploitation shall be taken away by the bidder in their entirety. If a (brush-clean) clearance is agreed with the bidder as a so-called transaction for delivery by a fixed date, he is obliged to leave the premises/areas affected by the clearance in a proper and clean condition. The highest court rulings issued in this respect serve as a yardstick for a swept clean evacuation.

(7) Should the premises on which the items to be auctioned are located be entered for the purpose of viewing or participating in the online auction, this shall be done at one's own risk. Each interested party shall be liable for any damage caused or caused by him.

(8) The objects shall be deemed to have been handed over in their entirety upon collection or transport. A subsequent complaint due to missing parts is excluded.

(9) The collection, disassembly and removal of the items must take place within the specified collection period on working days during the specified business hours after the knockdown, unless otherwise agreed.

(10) When picking up or dismantling the items, the bidder or a third party commissioned by him must submit appropriate proof of identity (e.g. identity card) and a printout of the invoice or any other previously agreed evidence.

(11) In the event of a culpable delay in collection or dismantling or removal, the client or SA shall be entitled to place the items in safe custody at the expense and risk of the bidder.

(12) If the bidder is in default of acceptance, the client or SA shall be entitled to demand reimbursement of the additional expenses incurred as a result. In the event of delayed collection, dismantling or removal, the client or SA can demand compensation for expenses of at least € 350 net per day or the actual costs incurred as a result of non-collection or dismantling and removal as well as storage.

(13) If no collection or disassembly or removal takes place within the agreed collection period, the client or SA shall be entitled, after setting a reasonable period of grace and its fruitless expiry, to withdraw from the contract and demand damages for non-performance, in particular to sell or auction the items again by private contract, whereby any shortfall in proceeds and the additional costs incurred as a result shall be borne by the defaulting bidder.

(14) SA reserves the right to exclude defaulting bidders from future participation.

b) in the case of "Buy it now".

(1) Loading and dispatch are only insured by the customer in the case of deliveries free domicile. A free domicile delivery presupposes that the buyer places a corresponding written order with the client or SA and this has been expressly accepted in writing by the client or SA. The resulting additional costs for insurance and onward transport to an address specified by the purchaser shall be borne by the purchaser. SA shall inform the purchaser of the costs beforehand.

(2) If dispatch is delayed at the request or fault of the purchaser, the client or SA shall store the goods at the expense and risk of the purchaser. In this case, notification of readiness for dispatch is equivalent to dispatch.

(3) The dispatch takes place according to the legal regulations with the consumer goods purchase on risk of the client. If the transport insurance has been taken out by the client, the provisions contained in the attached insurance confirmation shall apply.

(4) The ordered goods shall be dispatched within 24 hours of the order or, in the case of prepayment methods, within 2 working days of payment execution. Sundays and public holidays must be taken into account.

Should the goods not be delivered within the specified time due to an unforeseeable delay at the commissioned shipping company, immediate notification is requested.

The stated delivery times apply to domestic shipping. Shipping abroad, if offered, may take 3-4 working days longer.

(5) Partial deliveries are permissible if they are reasonable for the buyer. Goods that have not been called but have been made available can either be stored or dispatched to the buyer at the buyer's expense and risk. The Seller shall be entitled to select the packaging and mode of dispatch that appears suitable. Call orders must be completed within 3 months, otherwise a remaining delivery will be made automatically.

(6) If the seller agrees to the cancellation of an order in individual cases as a gesture of goodwill, this is only effective with his written consent. Goods that have been ordered customer-specifically cannot be settled on a goodwill basis. In the event of a cancellation accepted by the Seller, the Seller shall charge a handling fee of 25% of the value of the goods. The buyer expressly reserves the right to prove lower damages.

## **VII Special features for bidders and buyers from EU states and non-EU states**

- (1) For bidders and buyers from EU states, online auctions and sales transactions can only be carried out VAT-free if an officially certified VAT identification number and a confirmation of receipt are available, which SA was sent at the latest 10 days after the end of the online auction.
- (2) Bidders and buyers from countries that do not belong to the EU must pay the VAT as a deposit to SA. Once the original export documents have been duly stamped, the deposit will be refunded.

## **VIII. Set-off and retention of title**

(a) at auction

- (1) A set-off against the claim of SA for payment of the premium and the pro rata VAT is only and exclusively permissible with such claims against SA which are not disputed or have been legally established.
- (2) Ownership of the objects shall only pass to the bidder after full payment of the bid amount plus premium and VAT. In addition, SA reserves the right to transfer ownership until all due claims from the existing business relationship with the bidder have been paid.

b) in the case of "Buy it now".

- (1) A set-off against SA's claim to payment of the purchase price is only and exclusively permissible with such claims against SA that are not disputed or have been legally established.
- (2) The purchased goods remain the property of the client until full payment has been made.

## **IX. Warranty claims and liability**

(a) at auction

- (1) All items shall be auctioned in the condition in which they stand and shall be excluded from any warranty. A prior inspection of the respective site is possible at any time during the inspection times specified by SA.
- (2) SA shall be liable to the bidder for its own breaches of duty within the scope of its assumed tasks for intent and gross negligence.
- (3) SA shall be liable for damages caused by simple negligence, insofar as this negligence concerns the breach of such contractual obligations, the observance of which is of essential importance for achieving the purpose of the contract (cardinal obligations). However, liability shall only be accepted if the damage is typically associated with the contract and is foreseeable.
- (4) Notwithstanding the above regulations and the following limitations of liability, SA shall be liable without limitation for damages to life, body and health and claims under the Product Liability Act which are based on its own negligent or intentional breach of duty or

which are based on a negligent or intentional breach of duty by its legal representatives or vicarious agents.

(5) SA shall be unrestrictedly liable for all damages based on fraudulent intent, notwithstanding the above provisions and the following limitations of liability. The same applies to its legal representatives or its vicarious agents.

(6) Any further liability is excluded regardless of the legal nature of the asserted claim. The limitation of liability contained in IX.a)(3) p. 2 applies in the same way to its legal representatives and its vicarious agents.

(7) SA does not assume any guarantee for the availability of its website [www.solar-auctions.com](http://www.solar-auctions.com) at all times and is not liable for possible imponderables in connection with the medium Internet. In particular, SA shall not be liable for temporary unavailability due to the system or for technical errors if bids were not taken into account as a result.

(8) The above provisions of IX. a)(3) - (7) apply mutatis mutandis to the client and his exclusion of warranty agreed with the bidder in IX.a) (1).

b) in the case of "Buy it now".

(1) In the case of sales to consumers, the statutory warranty period of 2 years from handover to the buyer applies to new goods.

(2) The warranty period towards consumers for used goods is one year and begins with the date of delivery of the goods. The shortening of the warranty period to one year shall not apply if the obligation to pay compensation is based on bodily injury or damage to health due to a defect for which the customer is responsible or on intentional behaviour or gross negligence on the part of the customer or his vicarious agents, insofar as the damage is typically associated with the contract and is foreseeable. Irrespective of this, the Customer shall be liable in accordance with the Product Liability Act.

(3) SA is authorised by the client to accept declarations with effect for the client.

## **X. Dispute resolution platform of the EU Commission**

Since 15 February 2016, the EU Commission has provided a platform for out-of-court dispute resolution. This gives consumers the opportunity to initially settle disputes in connection with their online order without the intervention of a court. The dispute resolution platform can be accessed via the external link <http://ec.europa.eu/consumers/odr/> . In this context, SA is legally obliged to inform the bidder/buyer of their e-mail address. The e-mail address is: [service@solar-auctions.com](mailto:service@solar-auctions.com) SA will endeavour to settle any disputes arising from our contract with the bidder/buyer by mutual agreement. Furthermore, SA is not obliged to participate in any conciliation procedure and unfortunately cannot offer bidders/buyers participation in such a procedure.

## **XI. Information on the placing on the market, take-back and environmentally compatible disposal of electrical and electronic equipment**

Since 13 August 2005, manufacturers have had to take back old electrical appliances put on the market free of charge. Manufacturers must mark their electrical and electronic equipment placed on the market after 23 November 2005 with a symbol (crossed-out wheeled bin).

Such waste equipment must not be disposed of as unsorted municipal waste, but collected separately and disposed of via the local collection and return systems. According to the law "ElektroG" of 23 March 2005, the customer or SA only sells electrical and electronic equipment from manufacturers who have registered with the competent authority and can provide evidence of an insolvency-proof guarantee for financing the return and disposal of their electrical equipment.

## **XII. Data protection**

For the purpose of processing orders, enquiries and offers made by the client or SA, or by third parties commissioned by the client or SA on behalf of the client or SA, the latter is entitled to store the data electronically and process them further. The client or SA is entitled to pass on data to third parties, in particular to credit institutions and contractual partners, who serve the order processing. The provisions of the Federal Data Protection Act (BDSG) and the EU-DSGVO are complied with. Details under Privacy Policy

## **XIII. severability clause, applicable law**

(1) The law of the Federal Republic of Germany shall apply.

(2) Should individual provisions of these General Terms and Conditions be invalid in whole or in part, this shall not affect the validity of the remainder of the contract. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills this gap.

(3) All agreements made between the parties for the purpose of executing this contract are set down in writing in this contract. Verbal collateral agreements do not exist and are ineffective.

Status: Dec. 2018

---

## **General terms and conditions for the use of the website [www.solar-auctions.com](http://www.solar-auctions.com) for entrepreneurs**

---

### **I. Legal relationships Auction and "buy-it-now" auction**

### **II. personal scope, registration or login and exclusion**

### **III. conclusion of legal relationship**

(a) Bidding procedure, award and third party rights

b) Offer, order confirmation and conclusion of contract "Buy it now".

### **IV. Exclusion of revocation**

### **V. Payment**

a) of bid amount and premium in the case of an auction

b) of purchase price for "Buy it now"; shipping costs

## **VI. transfer of risk and collection**

(a) at auction

(b) in the case of buy-it-now case

## **VII. special features for bidders and buyers from EU states and non-EU states**

## **VIII. set-off and retention of title**

(a) at auction

(b) in the case of buy-it-now case

## **IX. Warranty Claims and Liability**

(a) at auction

(b) in the case of buy-it-now case

## **X. Complaint**

## **XI. Information on the placing on the market, take-back and environmentally sound disposal of electrical and electronic equipment**

## **XII. Privacy Policy**

## **XIII Place of Jurisdiction, Place of Performance**

## **XIV Severability clause, Applicable law**

---

## **I. Legal relationships Auction and "buy-it-now" auction**

(1) Solar Auctions GmbH, represented by the Managing Director Peter Werner, Auf dem Sand 14, 40721 Hilden, Email: [service@solar-auctions.com](mailto:service@solar-auctions.com), Telephone:+49-(0)2103-78932-00, Fax:+49-(0)2103 - 78932-20 (hereinafter: "SA"), auctions used items as auctioneer via its Internet platform [www.solar-auctions.com](http://www.solar-auctions.com) in the name and for the account of the client against highest bids. SA also offers new and used items for sale on its Internet platform as fixed-price items in the form of the "buy now" option in the name and for the account of the principal. The following terms of use and general terms and conditions apply to entrepreneurs (hereinafter: bidders/buyers) within the meaning of § 14 BGB (German Civil Code) in the version valid at the start of the auction (hereinafter: "AGB"). Entrepreneur within the meaning of § 14 BGB is any natural or legal person or a partnership with legal capacity that concludes a legal transaction for purposes that can be predominantly attributed to its commercial and/or independent professional activity.

(2) SA only acts as an intermediary and not as the seller of the items within the framework of auctions and sales transactions by way of the "Buy It Now" option. The legal relationship regarding the acquisition of objects is therefore exclusively between the client and the bidder. This also applies to fixed-price items which are offered for sale via the "Buy Now" option. In this case, the legal relationship is established between the client and the buyer.

(3) These GTC regulate the legal relationship between SA or the client and the persons who submit bids for the items to be auctioned within the framework of the online auctions

or who accept binding offers from the client by way of the "Buy it Now" option (hereinafter: "Bidder" or after a "virtual" knockdown has taken place and/or after purchase within the framework of the "Buy it Now" option: "Purchaser"). The bidder/buyer acknowledges the sole binding nature of these conditions; deviating, conflicting or supplementary general terms and conditions shall not become part of the contractual relationship with the client or with SA.

## **II. personal scope of application, registration or registration and disqualification**

(1) Only entrepreneurs within the meaning of § 14 BGB, legal entities under public law and special funds under public law within the meaning of § 310 (1) BGB are entitled to participate in online auctions by submitting bids, but also to acquire items within the scope of the "Buy Now" option.

(2) The prerequisite for submitting a bid within the scope of the online auctions is the prior registration of the bidder with SA. For this purpose, the bidder must provide the data required by SA completely and correctly. The registration must be carried out by a natural person authorised to represent the Bidder, who must be named.

(3) When registering for the first time, a password, the name (company), a billing address (no P.O. box) and a valid e-mail address must be provided. The Bidder will be notified accordingly of the successful registration and then a system-generated assignment of an unchangeable Bidder number by e-mail.

(4) The applicable VAT ID number SA reserves the right to prove the legitimation by submitting a copy of an extract from the commercial register or an official trade licence.

I don't want to.

(5) By registering, the bidder authorises SA to collect, store, process and use personal data for its own purposes. SA shall in particular observe the provisions of the Federal Data Protection Act and the EU-DSGVO (see Data Protection Declaration).

(6) If the data provided during registration changes, the participating person is obliged to update the aforementioned data immediately in his customer account. The Bidder shall be liable for errors due to omission.

(7) The bidder's number and password are required for each registration (login).

(8) The Bidder undertakes to ensure that no unauthorised third parties obtain knowledge of his Bidder number and password. If this has nevertheless been done or if the Bidder has corresponding indications of this, the Bidder is obliged to inform SA of this immediately. The bidder shall be liable for all

actions relating to his account, if he gives an equivalent access or use to a third party.

(9) Insofar as the bidder violates essential provisions of these GTC - this includes in particular a violation of his duty of care in handling the access data - SA is entitled to exclude the bidder from further use of the Internet portal with immediate effect.

(10) In addition, reference is made to the special exclusions of non-payment and non-purchase of auctioned items [V. (14) and VI. (8)].

(11) Persons concerned shall be informed of any exclusion by e-mail. After a blocking of the access of a bidder by SA due to a violation of essential provisions of these GTC, the bidder is only entitled to a renewed registration on the Internet portal with the prior written consent of SA.

### **III. conclusion of legal relationship**

#### **a) Bidding procedure, conclusion of contract and third party rights**

(1) The objects of the respective client depicted in SA's online auction catalogue represent a non-binding invitation to submit bids. These are all items which have been placed and which are offered in their actual condition - as they stand and lie. SA reserves the right to change the numerical sequence indicated in the online auction catalogue, to combine or withdraw items.

(2) The details given in the online auction catalogue, in particular technical data, dimensions, makes, years of manufacture or quantities, are non-binding and do not constitute a determination of the quality of the items; in particular, the details given in the online auction catalogue do not constitute a guarantee of quality. The information in the online auction catalogue has been compiled exclusively by the offerer/client. SA has no influence on the information. SA therefore recommends that the items be inspected at the respective location, which is possible at any time during the inspection times specified by SA.

(3) Bids can only be submitted by registered persons. The submission of bids by means of automated data processing processes not authorised by SA (e.g. so-called "sniper" programmes) is not permitted. It is prohibited to use mechanisms, software or other routines in connection with the use of the online auctions which could impair or destroy the functionality in any way. Violations will be prosecuted and damages will be claimed.

(4) The online auction begins with a starting price for each item. The bid must be increased at least in increments dependent on the minimum bid. The next higher increment is automatically displayed. A higher bid can also be placed independently of this. A bidding agent is made available who automatically increases the bid of the person using the bidding agent step by step within the given framework until the person is again the highest bidder. The bidder is bound by his bid until it expires by a higher bid.

(5) Bids must be submitted within the term of the respective online auction. The duration of the individual bids shall be determined by SA. SA reserves the right to extend or shorten the running times without giving reasons. Only SA's system time clock is decisive for determining the final time which ends the respective term. If a bid exceeding the previous bids is made less than 5 minutes before the end of the closing time of the online auction, the closing time shall be postponed to such an extent that there is a period of 5 minutes between the submission of this highest bid and the end of the online auction. This shall continue until no higher bid is received within a period of 5 minutes.

(6) The bid submitted by the bidder is a bid for the knockdown. The bidder is bound to his bid until it expires due to an effective, higher bid. Each bid can be rejected without giving reasons and at the free discretion of SA as representative of the client and the knockdown can be refused. SA is entitled to exclude persons or their representatives from the online auction without giving reasons.

(7) The bidder who has submitted the highest bid at the end of the online auction shall be awarded the contract. The knockdown is made by means of a knockdown confirmation by email ("virtual knockdown"). This notification corresponds to the knockdown within the meaning of § 156 S. 1 BGB and becomes effective with the dispatch by SA.

(8) If the highest bid is below the minimum price stated by the bidder, the hammer price is awarded subject to a written declaration by SA that it will also sell the items at the present

highest bid. If SA does not make a declaration within 3 working days of the end of the online auction, the bid shall be deemed not to have been accepted.

(9) The highest bidder is bound to his bid, while SA is entitled to award the contract only under reservation. In this case, the bidder is bound to his bid for the duration of the period determined by SA. The knockdown becomes effective when the written notification is sent to the e-mail address specified by the bidder.

(10) SA reserves the right in accordance with § 156 S. 2 Alt. SA reserves the right in accordance with § 2 BGB to close the online auction before reaching the closing time without awarding the contract for a justified reason.

(11) Should excluded persons participate in a violation of II.(1), they cannot claim that the online auction is ineffective against them. SA, on the other hand, reserves this right.

(12) The client is exclusively liable for the release of third party rights to the items offered.

b) Offer and conclusion of contract in the case of "buy now".

(1) The offers of SA in the name and on account of the client in the online shop are subject to confirmation and a non-binding invitation to the purchaser to submit an offer. We reserve the right to make technical changes to the components or further technical developments.

(2) The documents, leaflets, info sheets, descriptions, other printed matter or similar belonging to the offer do not represent any assurance of properties, they serve only for the orientation and information of the buyer.

(3) Guarantees shall only be binding if and to the extent that they are warranted by the manufacturer and are described as such in an offer or an order confirmation and the obligations of the customer arising from the guarantee are also specified there in detail. Furthermore, the manufacturer's warranties apply to all goods delivered by the client or SA. The client and SA themselves do not assume any guarantees. At most the manufacturer's guarantees will be passed on.

(4) The desired product can be placed in the shopping basket without obligation after registration by clicking the button [in the shopping basket]. The contents of the shopping cart can be viewed at any time without obligation by clicking the [Shopping Cart] button.

The products can be removed from the shopping cart at any time by clicking on the [Remove] and [Update] fields. If the product is to be bought in the shopping basket, the button [to order] must be clicked. Then all necessary data for the conclusion of the order procedure are to be indicated. The mandatory fields are marked with an [\*]. After entering the data and selecting the payment and shipping method, the [Select] button takes you to the order page (confirmation), where the entries can be checked again.

Up to this step, you can go to the previous page by clicking the [back] button of the browser and correct the entries. The process can also be aborted at any time by closing the browser window. By clicking the button [Buy now] the order process is completed.

#### **IV. Exclusion of revocation**

The bidder is advised that neither the auction nor the "buy now" option entitles the bidder to revoke the contract.

#### **V. Payment**

a) of bid amount and premium in the case of an auction

(1) The premium to be paid by the bidder in addition to the bid amount currently amounts to 18% of the highest bid, unless another auction premium has been agreed. The statutory value added tax (VAT) is levied on the total amount.

(2) The bid amount, the buyer's premium and the VAT are due immediately at the time of the knockdown upon receipt of the knockdown confirmation and the electronic invoice in the case of a knockdown subject to reservation immediately after the elimination of the reservation, unless otherwise agreed. The invoice will only be transmitted in electronic form. A deduction of discount is not permitted.

(3) The knockdown confirmations/invoices sent to the bidder after completion of the online auction shall be handed over subject to a further review.

(4) SA is entitled to collect bid amounts and ancillary services in the name and on account of the client.

(5) The bidder shall be informed of the payment modalities by e-mail.

(6) The legal regulations regarding the consequences of late payment shall apply. Interest on arrears shall be charged at a rate of 9 percentage points above the respective base interest rate p.a., as well as a flat rate of 40 euros. The assertion of a higher damage caused by default remains reserved.

(7) If the bid amount is not paid on time, the client or SA is entitled, after setting a reasonable period of grace and its fruitless expiry, to withdraw from the contract and demand damages for non-performance, in particular to resell or auction the items again on the open market, whereby any shortfall in proceeds and the additional costs incurred as a result shall be borne by the bidder.

(8) SA reserves the right to exclude defaulting bidders from future participation.

b) of purchase price for "buy now" ; shipping costs

(1) The prices stated on the product pages include the statutory value added tax and other price components and are shown separately in the invoice.

(2) The amount of the shipping costs can be found in the notes on shipping costs (shipping table (please click)) on the right side of the shop. It is pointed out that the goods will only be dispatched upon request and separate order, and that the goods must always be collected from SA's headquarters in Hilden.

(3) Payment shall be made in advance. The data required for payment will be provided after the order has been placed.

(4) The delivery/transfer of the goods to the buyer takes place with the prepayment payment methods after receipt of payment.

(5) If the buyer is responsible for the undeliverability of a consignment, he shall bear the additional costs incurred as a result. Shipments are considered undeliverable if no person authorised to receive them is found and the collection period has elapsed fruitlessly, acceptance is refused by the recipient or authorised recipient or the recipient cannot be identified at the address indicated by him. Refusal of acceptance shall also include the prevention of delivery via an existing receiving facility (e.g. pass-on/no insertion at the house letter or parcel box) or the refusal to hand in the acknowledgement of receipt.

## **VI Passing of risk and collection/delivery time**

(a) at auction

(1) Liability and the risk of accidental destruction and loss of or damage to the object purchased by auction shall pass to the bidder when the object is handed over.

(2) The actual delivery of the items awarded shall take place only after full payment of the amounts specified in V.a)(1).

(3) The knockdown shall oblige the buyer to accept the items immediately. If the bidder does not accept the delivery offered after the acceptance of the bid, no safekeeping contract shall be established by any actual storage of the items by the client or third parties.

(4) Disassembly and removal of the items shall be at the cost and risk of the Bidder and in compliance with the applicable occupational health and safety guidelines and the applicable industry and company regulations of the Customer.

(5) The bidder shall be liable for culpably caused damage to the property of the principal, SA or third parties during collection, dismantling or removal. In accordance with § 278 BGB, the bidder assumes liability for the companies working on his behalf.

(6) All objects belonging to the scope of exploitation shall be taken away by the bidder in their entirety. If a (brush-clean) clearance is agreed with the bidder as a so-called transaction for delivery by a fixed date, he is obliged to leave the premises/areas affected by the clearance in a proper and clean condition. The highest court rulings issued in this respect serve as a yardstick for a swept clean evacuation.

(7) Should the premises on which the items to be auctioned are located be entered for the purpose of viewing or participating in the online auction, this shall be done at one's own risk. Each interested party shall be liable for any damage caused or caused by him.

(8) The objects shall be deemed to have been handed over in their entirety upon collection or transport. A subsequent complaint due to missing parts is excluded.

(9) The collection, disassembly and removal of the items must take place within the specified collection period on working days during the specified business hours after the knockdown, unless otherwise agreed.

(10) When picking up or dismantling the items, the bidder or a third party commissioned by him must submit appropriate proof of identity (e.g. identity card) and a printout of the invoice or any other previously agreed evidence.

(11) In the event of a culpable delay in collection or dismantling or removal, the client or SA shall be entitled to place the items in safe custody at the expense and risk of the bidder.

(12) If the bidder is in default of acceptance, the client or SA shall be entitled to demand reimbursement of the additional expenses incurred as a result. In the event of delayed collection, dismantling or removal, the client or SA can demand compensation for expenses of at least € 350 net per day or the actual costs incurred as a result of non-collection or dismantling and removal as well as storage.

(13) If no collection or disassembly or removal takes place within the agreed collection period, the client or SA shall be entitled, after setting a reasonable period of grace and its fruitless expiry, to withdraw from the contract and demand damages for non-performance, in particular to sell or auction the items again on the open market, whereby any shortfall in proceeds and the additional costs thereby incurred shall be borne by the defaulting bidder.

(14) SA reserves the right to exclude defaulting bidders from future participation.

b) in the case of "Buy it now".

(1) Loading and dispatch are only insured by the customer in the case of deliveries free domicile. A free domicile delivery presupposes that the buyer places a corresponding written order with the client or SA and this has been expressly accepted in writing by the client or SA. The resulting additional costs for insurance and onward transport to an address specified by the purchaser shall be borne by the purchaser. SA shall inform the purchaser of the costs beforehand.

(2) If dispatch is delayed at the request or fault of the purchaser, the client or SA shall store the goods at the expense and risk of the purchaser. In this case, notification of readiness for dispatch is equivalent to dispatch.

(3) The dispatch takes place at the risk of the buyer. If the customer has taken out transport insurance, the provisions contained in the attached insurance confirmation shall apply.

(4) The ordered goods will be dispatched within 24 hours after the order has been placed in the case of an order for shipment or within 2 working days after payment has been made in the case of payment in advance. Sundays and public holidays are to be considered.

Should the goods not be delivered within the specified time due to an unforeseeable delay at the commissioned shipping company, immediate notification is requested.

The stated delivery times apply to domestic shipping. Shipping abroad, if offered, may take 3-4 working days longer.

(5) Partial deliveries are permissible if they are reasonable for the buyer. Goods that have not been called but have been made available can either be stored or dispatched to the buyer at the buyer's expense and risk. The Seller shall be entitled to select the packaging and mode of dispatch that appears suitable. Call orders must be completed within 3 months, otherwise a remaining delivery will be made automatically.

(6) If the seller agrees to the cancellation of an order in individual cases as a gesture of goodwill, this is only effective with his written consent. Goods that have been ordered customer-specifically cannot be settled on a goodwill basis. In the event of a cancellation accepted by the Seller, the Seller shall charge a handling fee of 25% of the value of the goods. The buyer expressly reserves the right to prove lower damages.

## **VII Special features for bidders and buyers from EU states and non-EU states**

(1) For bidders and buyers from EU states, online auctions and sales transactions can only be carried out VAT-free if an officially certified VAT identification number and a confirmation of receipt are available, which SA was sent at the latest 10 days after the end of the online auction.

(2) Bidders and buyers from countries that do not belong to the EU must pay the VAT as a deposit to SA. Once the original export documents have been duly stamped, the deposit will be refunded.

## **VIII Set-off and retention of title**

(a) at auction

(1) A set-off against the claim of SA for payment of the premium and the pro rata VAT is only and exclusively permissible with such claims against SA which are not disputed or have been legally established.

(2) Ownership of the objects shall only pass to the bidder after full payment of the bid amount plus premium and VAT. In addition, SA reserves the right to transfer ownership until all due claims from the existing business relationship with the bidder have been paid.

b) in the case of "Buy it now".

(1) A set-off against SA's claim to payment of the purchase price is only and exclusively permissible with such claims against SA that are not disputed or have been legally established.

(2) The purchased goods remain the property of the client until full payment has been made.

## **IX. Warranty claims and liability**

(a) at auction

(1) All items shall be auctioned in the condition in which they stand and shall be excluded from any warranty. A prior inspection of the respective site is possible at any time during the inspection times specified by SA.

(2) SA shall be liable to the bidder for its own breaches of duty within the scope of its assumed tasks for intent and gross negligence.

(3) SA shall be liable for damages caused by simple negligence, insofar as this negligence concerns the violation of such contractual obligations, the observance of which is of essential importance for the achievement of the purpose of the contract (cardinal obligations). However, liability shall only be accepted if the damage is typically associated with the contract and is foreseeable.

(4) Notwithstanding the above regulations and the following limitations of liability, SA shall be unrestrictedly liable for damage to life, body and health and claims under the Product Liability Act which are based on its own negligent or intentional breach of duty or which are based on a negligent or intentional breach of duty by its legal representatives or its vicarious agents.

(5) SA shall be unrestrictedly liable for all damages based on fraudulent intent, notwithstanding the above provisions and the following limitations of liability. The same applies to its legal representatives or its vicarious agents.

(6) Any further liability is excluded regardless of the legal nature of the asserted claim. The limitation of liability contained in IX.a)(3) p. 2 applies in the same way to its legal representatives and its vicarious agents.

(7) SA does not assume any guarantee for the availability of its website [www.solar-auctions.com](http://www.solar-auctions.com) at all times and is not liable for possible imponderables in connection with the medium Internet. In particular, SA shall not be liable for temporary unavailability due to the system or for technical errors if bids were not taken into account as a result.

(8) The above provisions of IX. a)(3) - (7) apply mutatis mutandis to the client and his exclusion of warranty agreed with the bidder in IX.a) (1).

b) in the case of "Buy it now".

(1) The warranty period for new products is one year and begins with the date of delivery of the item. The rights of the entrepreneur from §§ 478, 479 remain unaffected by this. The shortening of the warranty period to one year shall not apply if the obligation to pay compensation is based on bodily injury or damage to health or on the breach of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligation) due to a defect for which the customer is responsible or gross negligence on the part of the customer or its vicarious agents. Irrespective of this, the Customer shall be liable in accordance with the Product Liability Act.

(2) The warranty is excluded for used products.

(3) SA is authorised by the client to accept declarations with effect for the client.

#### **X. Notice of defects in the case of "immediate purchase**

The buyer must notify defects in new products immediately, but at the latest within one week of receipt of the goods. Defects which cannot be discovered within this period, even after careful inspection, must be reported in writing immediately after discovery. The assertion of warranty claims is excluded in the event of violation of the obligation to inspect and give notice of defects.

#### **XI. Information on the placing on the market, return and environmentally compatible disposal of electrical and electronic equipment**

Since 13 August 2005, manufacturers have had to take back old electrical appliances put on the market free of charge. Manufacturers must mark their electrical and electronic equipment placed on the market after 23 November 2005 with a symbol (crossed-out wheeled bin).

Such waste equipment must not be disposed of as unsorted municipal waste, but collected separately and disposed of via the local collection and return systems. According to the law "ElektroG" of 23 March 2005, the customer or SA only sells electrical and electronic equipment from manufacturers who have registered with the competent authority and can provide evidence of an insolvency-proof guarantee for financing the return and disposal of their electrical equipment.

#### **XII. Data protection**

For the purpose of processing orders, enquiries and offers made by the client or SA, or by third parties commissioned by the client or SA on behalf of the client or SA, the latter is entitled to store the data electronically and process them further. The client or SA is entitled to pass on data to third parties, in particular to credit institutions and contractual partners, who serve the order processing. The provisions of the Federal Data Protection Act (BDSG) and the EU-DSGVO are complied with. Details under Privacy Policy

#### **XIII. Place of Jurisdiction, Place of Performance**

The exclusive place of jurisdiction is Düsseldorf. Place of performance for payments is Hilden.

#### **XIV. Severability Clause, Applicable Law**

(1) The law of the Federal Republic of Germany shall apply.

(2) Should individual provisions of these General Terms and Conditions be invalid in whole or in part, this shall not affect the validity of the remainder of the contract. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills this gap.

(3) All agreements made between the parties for the purpose of executing this contract are set down in writing in this contract. Verbal collateral agreements do not exist and are ineffective.

Status: Dec. 2018

#### 10. applicable law

The laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of any

the UN Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction for all obligations and disputes arising from the contractual relationship shall be Düsseldorf. However, the auctioneer shall be entitled, at his discretion, to take legal action against the customer at his place of business.

Should individual provisions of these GTC be or become invalid or unenforceable, the validity of the remainder of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by the statutory provisions. The same shall apply mutatis mutandis in the event that the contract proves to be incomplete.