

1

New car sales conditions

(Motor vehicles and trailers)

Non-binding recommendation from the association
the automotive industry e. V. (VDA), the
association

the international motor vehicle manufacturer

e.V. (VDIK) and des

Central Association of the German Motor Vehicle
Industry

e. V. (ZDK)

Status: 12/2016

I. Conclusion of contract / transfer of

Rights and duties of the buyer

1. The buyer is up to the order

up to three weeks, for commercial vehicles up to
six

Weeks bound. This period is shortened
on 10 days (for commercial vehicles on 2 weeks)

for vehicles sold by the seller
available. The purchase contract is concluded,
when the seller is accepting
the order of the specified purchase item
within the specified

Deadlines confirmed in writing or the delivery
executes. However, the seller is obliged to
to inform the customer immediately,
if he does not accept the order.

2. Transfer of rights and obligations
of the buyer from the sales contract require the
written consent of the seller.

II. Prices

...

III. payment

1. The purchase price and prices for ancillary
services

are upon delivery of the object of purchase
and handing over or sending the
Invoice due for payment.

2. Against claims of the seller can
Buyer only offset if the counterclaim
of the buyer is undisputed or a
legal title is available. Excepted from this
are counterclaims of the buyer
from the same sales contract. A right of retention
can he only assert
as far as it is based on claims from the same
Contractual relationship is based.

IV. Delivery and delay in delivery

1. Delivery dates and deadlines that are binding
or can be agreed without obligation,
must be stated in writing. Delivery times
begin with the conclusion of the contract.

2. The buyer can exceed six weeks after
a non-binding delivery date

or a non-binding delivery period the seller
ask to deliver. This time limit is shortened
for 10 days (for commercial vehicles
two weeks) for vehicles sold by the seller
available. With the access of the
Upon request, the seller is in default.
If the buyer is entitled to compensation for
damage caused by delay,
this is limited to
slight negligence on the part of the seller
a maximum of 5% of the agreed purchase price.

3. If the buyer also wants to withdraw from the
contract

withdraw and / or compensation instead
the performance, he must ask the seller
after the relevant period according to
Section 2, sentence 1 or 2 of this section
set a reasonable deadline for delivery.

The buyer is entitled to compensation
instead of performance, the claim is limited
in the case of slight negligence, at most
25% of the agreed purchase price. Is

the buyer is a public legal entity
Right, a special fund under public law
or an entrepreneur who upon completion
of the contract in the exercise of his
commercial or independent professional
Activity are claims for damages
instead of performance in the event of slight
negligence

locked out.

If the seller, while he is in default,
the delivery impossible by chance, so is liable
he with the limitations of liability agreed above.

The seller is not liable

if the damage occurs even with timely delivery
would have occurred.

4. If a binding delivery date or a
binding delivery time exceeded, comes
the seller has already exceeded the
Delivery date or the delivery period in arrears. The
The buyer's rights are then determined
according to number 2, sentence 4 and number 3
of this section.

5. Limitations of Liability and Exclusions of Liability
of this section do not apply to
Damage on a grossly negligent or
intentional breach of duties of
Seller, his legal representative
or his vicarious agent as well as
in the event of injury to life, limb or health.

2

6. Force majeure or at the seller or operational disruptions occurring to its suppliers, the seller through no fault of his own temporarily prevent the

Object of purchase on the agreed date or to deliver within the agreed period, change those in numbers 1 to 4 of this section mentioned dates and deadlines around the Duration of the due to these circumstances Performance disruptions. Perform appropriate Disruptions to a delay in performance of more than four months, the buyer can from Withdraw from the contract. Other rights of withdrawal remain unaffected.

7. Design or shape changes, deviations in the color tone as well as changes in the Remain within the scope of delivery from the manufacturer reserved during the delivery time, provided the Changes or deviations taking into account the interests of the seller for are reasonable for the buyer. Unless the seller or the manufacturer to designate the Order or the ordered object of purchase Characters or numbers used, no rights can be derived from this alone become.

V. Acceptance

1. The buyer is obliged to purchase the item within 14 days of receipt of the Take away notification of readiness.

2. In the event of non-acceptance, the seller can exercise of his legal rights do. If the seller demands compensation, this amounts to 15% of the purchase price. The compensation is higher or to be set lower if the seller proves greater damage or the Buyer proves that a lesser or no damage at all has occurred.

VI. Retention of title

1. The object of purchase remains until compensation the seller based on the sales contract owed claims property of the seller.

If the buyer is a legal entity of the public Right, a public law Special assets or an entrepreneur who when concluding the contract in exercise its commercial or independent professional Activity, the retention of title remains also exist for claims of Seller against the buyer from the current

Business relationship until settlement of due in connection with the purchase Requirements.

The seller is at the buyer's request to waive the retention of title obliged if the buyer has all of them related to the object of purchase Has fulfilled claims beyond dispute and for the other claims from the current Business relationships a reasonable Backup exists. During the period of retention of title has the right to possess the registration certificate Part II (registration document) to the seller to.

2. The buyer pays the due purchase price and Prices for ancillary services not or not in accordance with the contract, the seller can withdraw from the contract withdraw and / or if culpable Breach of duty by the buyer instead of the performance, if he is the The buyer is unsuccessfully given a reasonable deadline

Has determined performance, unless the deadline has been set is according to the legal Provisions dispensable. Did the seller Right to compensation instead of performance and he takes the object of purchase again in and of itself, both seller and buyer are about it agree that the seller is the ordinary Sales value of the object of purchase in Remunerated at the time of taking back. On Request of the buyer, who just immediately after taking back the object of purchase will be at the option of the buyer a publicly appointed and sworn in Expert, e.g. B. the German automobile Treuhand GmbH (DAT), the usual Determine sales value. The buyer wears the necessary costs of the return and Exploitation of the object of purchase. The recovery costs

amount to 5% without proof of the usual sales value. you are to be set higher or lower if the Seller proves higher costs or the Buyer proves that less or at all no costs were incurred.

3. As long as the retention of title exists, the buyer is not allowed to use the object of purchasethird parties still have contractual use to arrange.

3

VII. Liability for material defects

1. Claims of the buyer due to material defects statute of limitations according to the statutory Provisions in two years from delivery of the object of purchase.

Deviating from this, a limitation period applies of one year if the buyer is a legal

A person under public law, a public legal special assets or a

The entrepreneur is who upon conclusion of the contract in the exercise of its commercial or self-employed professional activity.

2. The shortening of the limitation period in section 1, sentence

2 does not apply to damage caused on a gross negligent or willful violation of

Obligations of the seller, his legal Representative or his vicarious agent

as well as in the event of injury to life or body or health.

3. Has the seller due to the statutory Provisions to pay for damage,

which was caused slightly negligently, so the seller's liability is limited:

Liability only exists in the event of a breach of material contractual obligations

Duties, such as those that

the sales contract to the seller according to his Wants to impose content and purpose or

the fulfillment of which the proper implementation of the purchase contract in the first place

permissible and on compliance with it by the buyer regularly trusts and is allowed to trust.

This liability is based on the conclusion of the contract foreseeable typical damage

limited. Personal liability is excluded

the legal representatives, vicarious agents and employees of the seller for

caused by them through slight negligence Damage.

For the aforementioned limitation of liability and the aforementioned disclaimer applies

Section 2 of this section accordingly.

4. Regardless of whether the

Any liability of the seller remains

Seller in the event of fraudulent concealment of a Lack, from the assumption of a guarantee

or a procurement risk and after Product liability law unaffected.

5. Should a defect be carried out the following applies:

a) The

Buyer from the seller or from others, from Manufacturer / importer for the care of the

Object of purchase recognized companies assert; in the latter case, the buyer has

the seller of this immediately

notify when the first removal of defects was unsuccessful. For verbal reports

of claims is the buyer a written

Confirmation of receipt of the notification to hand over.

b) If the object of purchase is due to a

Inoperable due to a material defect, the Buyer at the place of the inoperable

Object of purchase closest to the manufacturer / Importer for looking after the object of purchase

recognized service

Operation to turn.

c) For those built in to remedy defects

The buyer can share parts up to the expiry of the limitation period

the object of purchase claims for defects

based on the sales contract

assert.

d) Replaced parts become the property of the seller.

6. By change of ownership of the object of purchase

will be remedial claims not touched.

VIII. Liability for other damages

1. Other claims by the customer that are not in Section VII. "Liability for material defects"

are regulated, are usually statute-barred Limitation period.

2. Liability for delay in delivery is in section

IV. "Delivery and delay in delivery" in conclusion regulated. For other claims for damages

apply against the seller

Regulations in Section VII. "Liability for Material defects", clauses 3 and 4 accordingly.

IX. Place of jurisdiction

1. For all present and future

Claims from the business relationship

with merchants including bills of exchange and Check claims is the exclusive place of jurisdiction

the seat of the seller.

2. The same place of jurisdiction applies if

Buyer no general place of jurisdiction in

Domestic has its

Residence or usual place of residence

relocated from within the country or his place of residence

or usual location at the time

is not known when the action was brought. in the otherwise applies to claims by the seller

towards the buyer his place of residence as

Place of jurisdiction.

X. Note in accordance with 36 Consumer Dispute
Settlement Act
(VSBG)

The seller will not participate in a dispute
settlement process
before a consumer arbitration board
participate in the sense of the VSBG
and is not obliged to do so.