

# BlackForxx Auctions

## General Terms and Conditions for BlackForxx Auctions

Terms of contract within the scope of purchase contracts concluded via the platform blackforxx.com between the provider, BlackForxx GmbH, Harpstedterstraße 85 28816 Stuhr, registered in Walsrode under company number HRB 201023, represented by Christof Samson - hereafter "Provider" - and the customers designated in § 2 of the contract - hereinafter "Customer" - are concluded.

### § 1 Scope of application, definitions

1. The following General Terms and Conditions in the version valid at the time of the order shall apply exclusively to the business relationship between the supplier and the customer. Deviating general terms and conditions of the customer shall not be recognised unless the supplier expressly agrees to their validity in writing.
2. The customer is an entrepreneur. Any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his commercial or independent professional activity.
3. The Provider offers, via the websites of BlackForxx GmbH, a platform on which used forklift trucks and warehouse technology equipment ("Items") can be purchased by legal entities and partnerships as customers.

### § 2 Registration

1. Access to the website is only possible for registered users. Registration takes place by registering and logging in to the auction site <https://www.blackforxx.de/auction/#I/account>, agreeing to these GTC and taking note of the Privacy Policy.
1. Upon registration, a contract on the use of the website and the functions embodied therein is concluded between the provider and the customer. There is no entitlement to the conclusion of such a contract of use.
2. Registration is only permitted for legal entities, partnerships and natural persons with unlimited legal capacity. Minors in particular may not register to use the website.
3. All data provided during registration must be truthful. If data is incomplete or incorrect, the provider reserves the right to suspend or terminate the user contract. Any changes to the data provided must be communicated promptly.

### § 3 Article description

1. The description of the item contained in the offer is non-binding and only serves the commercial presentation of the offer as part of an initial overview. The buyer is obliged to convince himself of the condition of the item within the framework of a personal inspection.

2. All data on mileage, working hours or technical data are read off, spelling errors excepted.
3. The provider reserves the right to change the description or images of the items at any time.
4. All offers are sold in the condition they are in at the time the offer is made. Any defects may be noted by the purchasers after an inspection during the viewing days and reported to the vendor.

#### **§ 4 Conclusion of contract**

1. The registered customer can choose from the used vehicles offered on [www.blackfbrxx.com](http://www.blackfbrxx.com) and inspect them during the inspection days provided for in the respective auction. He can then offer a purchase price for the item on the website. The item description constitutes a binding offer to conclude a contract for the item. This offer is subject to the condition precedent of reaching a minimum amount for the item as stipulated and made apparent by the seller in the item description. If the respective minimum amount is not reached, a contract is not concluded.
1. If the buyer is interested in an item, he can call up the item via the website, enter the amount and confirm this offer ("**bid**") by clicking the 'Bid' button. The bid must always be a multiple of the bid increment communicated in the article. He hereby accepts the offer. Acceptance shall be subject to the condition precedent that the Buyer has placed the highest bid after expiry of the bidding period ('**knockdown**'). A bid expires if another buyer submits a higher bid during the bidding period.
2. In the event of a knockdown, the Vendor shall send the Purchaser an automatic acknowledgement of receipt including a pro forma invoice by e-mail, in which the Purchaser's knockdown is listed again and which the Purchaser may print out.
3. If the item deteriorates or perishes after the conclusion of the contract, the seller will immediately contact the buyer.

#### **§ 5 Price and payment**

1. All prices are net plus the applicable value added tax.
2. After the acceptance of the bid, the buyer must pay the purchase price, including VAT and the specified auction costs within 48 hours without deductions in cash to the seller's account, quoting the pro forma invoice. All payments must be made in the currency stated on the invoice.
3. If payment is not made within 10 working days, the buyer shall be in default. The supplier is entitled to demand interest on arrears at the respective statutory rate and to charge compensation for storage costs. If the buyer does not pay the purchase price even after a further period of 5 working days, the supplier may withdraw from the contract and, if necessary- demand compensation.

#### **§ 6 Collection**

1. The item can only be collected at the supplier's registered office. The supplier will not arrange for shipment by a forwarding agent.
2. The handover shall not take place until there are no more outstanding claims of the supplier against the buyer. In this respect, the buyer or his authorized representative shall provide suitable proof upon request.
3. The risk of accidental deterioration or loss shall pass to the buyer when the item is handed over. If the goods are shipped at the request of the buyer, this is the time of handover to the carrier or the buyer's authorized representative.
4. If the buyer enters the provider's premises or buildings, this shall be at his own risk and responsibility. The buyer shall observe the regulations specified by the provider on site.
5. If the buyer defaults on collection, the supplier is entitled to charge a reasonable amount for the storage of the items. This amounts to 5% of the purchase price / week or part thereof and will be added to the purchase price to be paid.
6. If the buyer does not collect the items within 30 days after the end of the auction, the seller may withdraw from the purchase contract and claim damages, if applicable.

#### **§ 7 Retention of title**

Until full payment has been made, the delivered goods remain the property of the supplier.

#### **§ 8 Warranty for material defects, guarantee**

1. The supplier is liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. BGB. The warranty period for goods delivered by the supplier to entrepreneurs is 12 months.
2. An additional guarantee only exists for the goods delivered by the supplier if this was expressly given in the order confirmation for the respective item.

#### **§ 9 Liability**

1. Claims of the buyer for damages are excluded. Excluded from this are claims for damages by the purchaser arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the supplier, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.
2. In the event of a breach of material contractual obligations, the Supplier shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the Purchaser's claims for damages are based on injury to life, limb or health.
3. The restrictions of paragraphs 1 and 2 shall also apply in favour of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

4. The limitations of liability resulting from paragraphs 1 and 2 do not apply insofar as the supplier has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same applies insofar as the supplier and the purchaser have reached an agreement on the quality of the item. The provisions of the Product Liability Act shall remain unaffected.
5. The Provider shall endeavour to make the Website available in its entirety, but an all-day availability is not agreed. Liability for losses due to aborted bids is excluded.

## **§11 Final Provision**

1. The law of the Federal Republic of Germany shall apply to contracts between the supplier and the buyer to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the buyer has his habitual residence as a consumer, shall remain unaffected.
2. The cooper is entitled to amend these GTC at any time. The buyer's consent is deemed to have been given if the rejection is not notified to the buyer in text form before the proposed date on which the changes take effect. If the buyer does not agree to the changes, he has the right to terminate the contract without notice and free of charge until the proposed date of entry into force of the changes.
3. If the Buyer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Buyer and the Supplier shall be the registered office of the Supplier.
4. The contract shall remain binding in its remaining parts even if individual points are legally invalid. The ineffective points shall be replaced by the statutory provisions, if any. Insofar as this would represent an unreasonable hardship for one of the contracting parties, the contract shall, however, become ineffective as a whole.

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