

General Terms and Conditions

of APE Ptacek Engineering GmbH, Munich, for the CARTV Logistics Platform

Preamble

These General Terms and Conditions (hereinafter: "GTC") contain the basic rules for the use of the electronic platform CARTV Logistics by Parties who have or want to have vehicles or other assets transported.

Through CARTV Logistics, a Europe-wide freight exchange for vehicles and other assets is available. It is a pure intermediary platform, the purpose of which is to bring users of the platform together without any further legal involvement of the APE.

§ 1 CARTV Logistics platform

- 1.1. The operator of the CARTV Logistics platform (hereinafter: "Platform") and the user of these General Terms and Conditions is APE Ptacek Engineering GmbH, Bayerwaldstrasse 9, 81737 Munich (hereinafter: "APE").
- 1.2. The users of the Platform are parties who have vehicles or other assets (hereinafter referred to as "Transport Items") transported or who want to have them transported (hereinafter: "User"). Parties who want to have transport items transported are referred to below as "Clients", and parties who want to transport the transport items are referred to below as "Forwarders".
- 1.3. Legally competent natural persons, legal persons and partnerships can act as Users of the Platform.
- 1.4. Using the Platform, Clients can place orders for the transport of Transport Items on the Platform and Forwarders can then submit offers for the transport.
- 1.5. The Platform is a neutral marketplace on which Clients and Forwarders can come together for the purpose of concluding transportation contracts.

§ 2 Approval to Use the Platform and Conclusion of the Contract of Use

- 2.1. The prerequisite for using the Platform is that the respective User has registered with APE and has been approved. Registration is considered as the consent of the User to these GTCs in the event that a contract is concluded between APE and the User regarding the use of the Platform (hereinafter: "Contract of Use"). Registration and admission costs are based on the current price overview.
- 2.2. Forwarders shall be only approved as Users by APE if they can provide evidence of a valid road transport permit in accordance with § 3 of the Road Haulage Act (GüKG) or a community license in accordance with § 5 GüKG/Articles 3 and 4 of Regulation (EC) No. 1072/2009. There is no claim for Clients or Forwarders against APE for approval as a User of the Platform.
- 2.3. Another prerequisite for being approved as a Forwarder is that the Forwarder signs the declaration on "Confidentiality & Customer Protection for Transports mediated by CARTV Logistics".
- 2.4. If APE wants to approve a User based on his/her registration, APE opens a CARTV Logistics user account for this User by assigning him/her a contract number. Thus, a Contract of Use is concluded.

§ 3 Conclusion of Transport Contracts Between Clients and Forwarders

- 3.1. APE is not a party to transport contracts. Transport contracts are concluded exclusively between the Client and the Forwarder.

- 3.2. The posting of a transport request by the Client on the Platform does not constitute an offer, but merely an invitation to Forwarders to submit offers. Offers from the Forwarders are subject to change. All prices are net plus statutory VAT. There is no claim for the highest bidder for a knockdown.
- 3.3. The transport contract is concluded when the Client selects an offer from a Forwarder and the Forwarder confirms the order. The Client shall select offers at his/her own and sole discretion.
- 3.4. The acceptance of an offer is binding for the Client. Withdrawal from the transport contract is only possible with the consent of the Forwarder. In the event of cancellation by the Client, 25% of the offered net transport price will be due as a cancellation fee. A withdrawal by the Forwarder is only possible in accordance with §§ 323, 324, 326 of the German Civil Code.
- 3.5. If the transport item is a vehicle, the Client and the Forwarder should make a regulation as to whether and, if so, which vehicle documents should be included in the transport order.

§ 4 Obligations and Liability

4.1. Duties and liability of APE

- 4.1.1. APE operates the Platform in line with the current state of the art without any obligation to continuously update it. APE may temporarily restrict the operation of the Platform if this is necessary or indicated with regard to capacity limits, the security or integrity of the servers or to carry out technical measures or maintenance work.
- 4.1.2. If an unforeseen system failure hinders the use of the Platform, those Users who currently have set transport requests or offers will be informed in a suitable manner, if possible.
- 4.1.3. APE does not guarantee the condition and quality of the transport items placed on the Platform. The information on the Transport Items is based on the information provided by the Client. APE assumes no liability for the information provided by the Client. This applies in particular to information about the condition of a vehicle or its equipment features such as accessories or extras.
- 4.1.4. APE assumes no responsibility for information provided by the Forwarders about their licenses (with the exception of the existence of a valid permit in accordance with § 2.2. Sentence 1 of these GTCs), insurance, registration, memberships or their trade association or for any other information about a Forwarder in connection with the transport contract or its initiation through the Platform.
- 4.1.5. If the Transport Item is a vehicle, APE shall not be liable for any personal items belonging to the owner or holder or any other person in the interior of the vehicle.
- 4.1.6. APE does not guarantee the suitability, reliability or performance of the Forwarder to the Client (with the exception of the existence of a valid permit in accordance with § 2.2. Sentence 1 of these GTCs).
- 4.1.7. APE is neither responsible for the payment obligations of the Client towards the Forwarder nor for the fulfilment of any other contractual or legal obligations of Users towards each other.
- 4.1.8. As a general liability regulation, taking into account the above special provisions, APE is liable in accordance with the statutory provisions for intent and gross negligence on the part of APE, its legal representatives, executive employees or other vicarious agents.

4.2. Obligations and Liability of the Client

- 4.2.1. The Client may only make Transport Items available for transport if he/she is the owner or rightful owner of these Transport Items or if the transport takes place with the consent of the person entitled.
- 4.2.2. The Client may not provide any Transport Items for transport whose transport on the road is prohibited or is only permitted if special safety precautions are observed. In particular, the Client may not provide any dangerous goods, hazardous substances, chemicals, narcotics, explosives, weapons or other Transport Items, whose possession or transport is prohibited or which could pose a danger to the Forwarder or in traffic or to the public beyond the normal danger in road traffic.

- 4.2.3. The Client is responsible for ensuring that the photographs, drawings, descriptions and documentation made available by him/her are free of third-party rights and, in particular, do not violate any third-party industrial property rights and comply with all other possible statutory regulations and official requirements.
- 4.2.4. The Client is liable for the correctness of his information on the Transport Items that he/she makes available for the transport.
- 4.2.5. The Client shall indemnify APE from claims, regardless of the legal basis, that arise from negligent or intentional breach of his/her contractual or secondary contractual obligations (in particular his/her obligations under § 4.2.2. of these GTC) as well as non-contractual duties to exercise proper care.
- 4.2.6. The Client must ensure that the Transport Items to be transported are freely available for collection at their location, i. e. all possible standing or towing costs or other costs have been paid.
- 4.2.7. If the Client has a vehicle transported via the Platform that was purchased via car.tv/All4you, the stand cost regulation remains unaffected (from the 6th day after signing the contract with All4you or the seller - at the expense of the buyer).

4.3. Obligations and Liability of the Forwarder

- 4.3.1. The Forwarder undertakes to collect the Transport Items within the specified period or to have them collected from the location specified in the transport contract and to deliver them for the Client to the delivery address specified in the transport contract.
- 4.3.2. If the Forwarder is unable to collect the items within the specified period, he/she is obliged to notify APE and the Client immediately, stating the reason and the expected duration of the delay.
- 4.3.3. If the Transport Item is not picked up by the Forwarder within the agreed collection period, the Forwarder is obliged to pay a contractual penalty to APE in the amount of EUR 50.00. Any standing costs incurred due to the delay are to be paid directly by the Forwarder upon collection. The agreed collection date is a fixed date. If the Forwarder does not collect the Transport Item within this collection period, the Client is entitled to place the Transport Item on the Platform again or to accept an existing offer from another Forwarder.
- 4.3.4. Further claims by APE, the Client or third parties remain unaffected.
- 4.3.5. In order to protect other Clients, APE reserves the right to exclude a Forwarder from the Platform in the event of repeated breaches of his/her duties.
- 4.3.6. The Forwarder or the person commissioned by him/her to collect the Transport Items must, if possible, check the Transport Item directly on site for identifiable deviations from the information provided by the Client. If the actual condition of the Transport Item deviates from the information provided by the Client or a description on the Platform, the Forwarder or the person commissioned by him/her to collect the item must draw up a handover certificate with an exact description of the deviations or possible damage and have it signed by the Client or the person commissioned by the Client to collect the Transport Item. Photographs with a resolution of at least 3.2 megapixels must be attached to the handover certificate. Forms for the handover certificate are available on the Platform.
- 4.3.7. The Forwarder ensures that he/she can be reached all year round during normal business hours (Mon. - Fri. 9 a.m. - 5 p.m.). If the Forwarder cannot be reached, he must appoint a representative towards APE before his absence.

§ 5 Insurance / CMR / German Freight Forwarders' Standard Terms and Conditions (ADSp)

- 5.1. The Forwarder is obliged to provide insurance cover in accordance with the CMR provisions with a maximum liability limit of at least EUR 300,000.00. Article 29 of the CMR Convention of May 19, 1956 applies. The Forwarder is liable for damage resulting from a lack of insurance cover. Any changes to the insurance coverage must be reported to APE immediately.
- 5.2. The transport contract is subject to the German Freight Forwarders' Standard Terms and Conditions (ADSp) in the currently applicable version.

§ 6 Loading Equipment

Euro pallets are generally to be exchanged until further notice. In the event of non-exchange, APE must be informed immediately so that it can react. Objections made at a later date shall not be accepted.

§ 7 Complaints

Complaints by the Client after delivery of the Transport Item must be made immediately, i.e. either directly at the place of delivery or, in the case of hidden damage, within a maximum of 3 days.

§ 8 Termination of the Contractual Relationship

The Contract of Use can be terminated by APE and by any User at any time with a notice period of two weeks to the end of the month. This does not affect the obligations of Clients and Forwarders based on the transport contracts they have concluded, insofar as these have not yet been fulfilled. This applies in particular to the processing of the CARTV Logistics overdraft facility used, the costs of which shall be invoiced to the Forwarder at a later date.

§ 9 Final Provisions

9.1. Scope

9.1.1 These GTCs apply without exception to all Users of the Platform operated by APE.

9.1.2. All general terms and conditions of the Users are hereby expressly rejected. They shall not be binding for APE even if they have not been expressly contradicted when the contract was concluded or if the User has provided a special form for contradicting his GTCs. Deviating GTCs of the Users as well as collateral agreements are only effective towards APE if APE has confirmed them in writing.

9.2. Changes

APE may suggest changes to these GTCs at any time. Such suggestions for changes will be sent to the User by email no later than 30 days before their proposed date of entry into force. The consent of the User is deemed to have been given if he/she does not reject these changes to APE by email before the proposed date for the changes to take effect. If the User does not agree with the proposed changes, he/she has a special right of termination without notice and free of charge until the proposed date for the changes to take effect. In the notification of the proposed changes, APE shall notify the User of his/her right of refusal, the deadline for the refusal and the special right of termination and shall publish the changed GTCs on the Platform.

9.3. Partial Ineffectiveness

9.3.1. Should any provision of the Contract of Use be or become ineffective or unenforceable, this shall not affect the validity of the remaining provisions.

9.3.2. Should one of the clauses of the Contract of Use be invalid or unenforceable, it shall be replaced by a valid and enforceable clause whose effects are as close as possible to the economic objectives pursued by the contractual parties with the invalid clause.

9.3.3. The legal consequences of non-inclusion or ineffectiveness of these GTCs are regulated by § 306 of the German Civil Code.

9.4. Applicable Law

The Contract of Use including these GTCs is subject to German law, possibly including the mandatory provisions of consumer protection law of the EU member state in which the User is domiciled, provided that these are more advantageous for the User than the provisions of German law.

9.5. Place of Jurisdiction

The exclusive place of jurisdiction is Munich, provided the User is a merchant, a legal entity under public law or a special fund under public law. The right of APE to take legal action at the general place of jurisdiction of the User remains unaffected.

These GTCs apply from April 1st, 2021.

Service times of CARTV Logistics:	Monday - Friday 8:00 a.m. - 5:00 p.m. +49 89 63 02 09 - 331
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