

General Terms and Conditions (GTC)

Preamble

These General Terms and Conditions (GTC) contain the basic rules for using the services of the CARTV group of companies. This group of companies consists of the companies GLOBAL SERVICES TV a.s., based in: Žilinská 7-9, SK-811 05 Bratislava, Company ID: 35 920 700, registered in the Commercial Register of the District Court Bratislava I, Section: Sa, Insert no.: 5858/B (hereinafter referred to as "Global") and its subsidiaries, APE Ptaček Engineering GmbH, Bayerwaldstrasse 9, D-81737 Munich (hereinafter referred to as "APE") and Global Services TV Sales GmbH, Bayerwaldstrasse 9, D-81737 Munich (hereinafter referred to as "STV"). The group of companies is hereinafter referred to as "CARTV".

These General Terms and Conditions regulate the principles of the contractual relationships between CARTV on the one hand and the users of the services offered by CARTV on the other hand.

CARTV operates an international trading platform. It is a residual value exchange for determining the residual value of vehicles of all kinds, mainly in connection with liability and comprehensive damage, mainly in the motor vehicle sector.

In order to determine the residual value, CARTV includes data provided by third parties on used, mostly damaged objects in the trading platform. Based on this data, authorised bidders can submit binding bids on the listed objects.

If the owner would like to sell the listed object, CARTV offers the processing via the All4you processing service for the purchase / sale of the object. A special form of the purchase process is the replacement value regulation (hereinafter: "CARTV all-in-WBW"), which the owner can choose from. Further information is available at www.cartv.eu.

These General Terms and Conditions apply without exception to all advertisers, owners and bidders who use the services offered by CARTV and cover all services and legal relationships between CARTV and them. They apply to all current and future business relationships.

Any General Terms and Conditions of the CARTV contractual partner are hereby expressly rejected. Such contrary General Terms and Conditions do not oblige CARTV, even if they were not expressly contradicted when the contract was concluded or the contractual partner provided a special form for the objection. Deviating General Terms and Conditions of the contractual partners as well as ancillary agreements are only effective against CARTV if they have been confirmed in writing by CARTV.

CARTV reserves the right to change these General Terms and Conditions as well as the processes and principles of the trading platform it offers while safeguarding and taking into account the interests of the users within the framework of equity. Changes to these General Terms and Conditions will be published by CARTV on the Internet and the contractual partners will be informed of the changed GTC at the same time. Changed GTC apply four weeks after the change has been announced and the contractual partner has been notified.

Section 1 Definitions of Terms

For the purposes of these GTC, the following terms are defined as follows:

1. "Users" are natural persons and legal entities with unrestricted legal capacity who use the services of CARTV as advertisers, owners or bidders.
2. "Advertisers" are insurers or their experts, motor vehicle experts or their organisations, leasing companies, fleet operators, commercial dealers or private individuals connected to the CARTV system, who make the CARTV data on used or accident vehicles, used accessories or other used items available for the purpose of including this data in the CARTV system to determine a residual value and / or to broker a sale.
3. "Bidders" are commercial accident vehicle dealers, car dealerships, workshops, other traders in the motor vehicle trade as well as certified recycling companies who submit bids to purchase the vehicles that are listed via the CARTV system.
4. "Sellers" are the owners of the vehicles to which the entered data refer.
5. "Contractual partners" are advertisers, owners and bidders who use the services of CARTV.
6. A "bid" is the amount that the bidder offers through the CARTV system for the purchase of a vehicle.
7. The "bid binding period" is the period declared by the advertiser to CARTV and specified in the CARTV system, within which the bidder is bound to the bid. It is usually 30 days, but can vary up or down depending on the settings made by the advertiser.
8. The "bidding period" is the period specified by the advertiser during which CARTV makes the data available for bidders for information and for submitting bids.
9. "Acceptance" is the owner's decision to accept a particular bid.
10. The term "vehicle" in these GTC refers to used or accident vehicles as well as used accessories and other used items.
11. CARTV sky – the application for dealers to access their own data on the CARTV residual value exchange and to submit bids for accident vehicles.

Section 2 Admission and Participation

1. The use of the services offered by CARTV requires registration and the allocation of a user ID by CARTV. The registration takes place with complete and correct specification of the user-related data and submission of a business license in the motor vehicle trade and a mandate to participate in the SEPA direct debit procedure. Another requirement is the applicant's consent to the validity of these General Terms and Conditions. For contractual partners from EU countries outside the Federal Republic of Germany, a further requirement is the notification of the corresponding valid foreign VAT identification number.

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pod vložkou č. 5858/B, oddiel: Sa | IČO: 35920700 | VAT: SK2021947576 | CID: SK18ZZZ70000000137

2. Commercial advertisers are provided with the on-line access data or software required to use the system upon approval to participate in the services offered by CARTV.
3. Participation in CARTV as a bidder requires the purchase of a CARTV dealer system access as well as the obligatory contract processing via the All4you processing service. Furthermore, the bidder must provide a digital telecommunication channel (e.g. DSL) for the connection between the CARTV headquarters and himself.
4. Admission is granted by notification from CARTV via fax or email stating the user ID and dial-in data.
5. There is no entitlement to admission to the CARTV system.
6. The bidder is obliged to notify CARTV immediately if the requirements for admission to the CARTV system no longer exist, for example if the business license expires.
7. For participation in the CARTV system as a bidder, the bidder has to pay CARTV a monthly flat rate in accordance with the current price list.

Section 3 Process of Residual Value Exchange and Processing via the CARTV All4you Processing Service

1. Vehicles are offered for sale via CARTV.
Bidders can submit bids on the vehicles posted at CARTV within the respective bidding period. The bids are binding. The bidder is not entitled to purchase the objects offered.
2. CARTV transmits the bids received to the respective advertiser or owner after the bidding period has expired. Based on the information provided, the owner can accept a bid. The acceptance takes place in text form. With the acceptance of such a bid, an effective purchase contract is concluded between the bidder and the owner. All bids are final prices and may include VAT.
3. The owner also regularly has the choice of the CARTV all-in-WBW. In this case, he instructs CARTV to sell his vehicle. CARTV then either purchases the vehicle itself via STV and resells it, or places the vehicle in an on-line auction after signing the brokerage contract and mediates the sale to the highest bidder. In both cases, CARTV pays the purchase price directly to the insurer.
4. CARTV is regularly neither the seller nor the buyer of the offered vehicles, but merely an intermediary between the owner and the bidder. A purchase contract is concluded exclusively between the owner and the bidder, unless otherwise contractually agreed. Exceptions are cases in which STV acquires ownership of the vehicle in its own name and then sells it on.
5. The purchase process takes place exclusively through the All4you processing service. The only exceptions are those cases that have been commissioned by private customers / workshops and are provided with a special identifier in the CARTV sky. In these exceptional cases, the CARTV-All4you service is not part of the scope of services. In all other cases, the CARTV-All4you processing service is binding.
The CARTV-All4you processing service is free of charge for the seller. He is also authorised by the contracting parties to take all necessary measures to assert the mutual claims arising from the contract on behalf of the claimant.

Section 4 Obligations and Liability of the Advertiser

1. The advertiser is responsible for ensuring that the setting data provided by him, in particular photographs, drawings, descriptions and documentation, are free of third-party rights and, in particular, that no third-party industrial property rights are infringed. The advertiser assures that, as far as the data made available to CARTV come from a third party, corresponding declarations of consent are available for publication in the CARTV system.
2. The advertiser indemnifies CARTV from all claims, regardless of the legal reason, that result from any negligent or wilful violation of third-party rights.
3. The advertiser is liable to CARTV and any buyer for the accuracy of the information provided to CARTV. This applies in particular to information about the condition of the individual vehicles, specified equipment features such as accessories or extras. Insofar as claims are made against CARTV due to incorrect or incomplete information from third parties, the advertiser shall indemnify CARTV from all asserted claims.
4. The advertiser agrees that CARTV will disclose the name of the advertiser to the bidder, unless the bidder makes obviously unfounded warranty claims with regard to the sold vehicles, unless otherwise agreed between the parties.

Section 5 Obligations and Liability of the Bidder / Buyer

1. The bids submitted via CARTV at the end of the bidding period are binding. The bidder is bound by the specified bid binding period of the advertiser. The bidder has the opportunity to change his bid during the bidding period. The option to change the bids is made available in the CARTV sky applications. After the bidding period has expired, no more changes to bids will be accepted, regardless of which CARTV system the bidder uses. Only bid changes will be accepted that can be saved in the CARTV system before the bidding period expires, taking into account the data transfer phase. The bid binding period begins on the day the bid is submitted. If the last day of the bid binding period falls on a Saturday, Sunday or a public holiday recognised by the state at the place of declaration or performance, the next working day takes the place of such a day (Section 193 German Civil Code). In the cases listed in Section 14 (2) of the General Terms and Conditions, the period according to Section 122 of the Civil Code expires on the next working day.

2. The bidder is obliged to carefully check submitted offers including all provided data and to pay particular attention to the correctness of the offered purchase price. The system prompts the bidder to confirm the bid several times before the bid is sent to CARTV. First by entering the bid, then by ticking the box to confirm the bid, and finally by sending the bid, whereby all bids must appear again and must be confirmed.
3. The bids are final prices and may include VAT. By accepting the bid by the advertiser or the owner within the bid binding period, an effective purchase contract is concluded with the bidder. This then obliges the bidder to pay the purchase price and to accept the vehicle. The place and time of collection must be clarified via the CARTV All4you processing service or, in exceptional cases, directly with the seller.
4. In the case of financed vehicles, the buyer undertakes to pick up the vehicle for which a bid has been accepted or to have it picked up at his own expense within five working days after signing the contract or receipt of the bank confirmation. If the buyer is not able to collect it within this period, he bears the stand costs incurred on site from the 6th day.
5. The written declaration of acceptance of the bid is also considered to be effective for the bidder as soon as it has been declared in writing to CARTV or to third parties commissioned by CARTV to manage pick-ups within the bid binding period. This also applies in particular if acceptance of the bid was declared to CARTV or a third party on the last day of the bid binding period, but CARTV was only able to notify the bidder on the following day.
6. The buyer or persons commissioned with the pick-up must check the vehicle directly on site for any discernible deviations from the descriptions. If the actual condition of the vehicle deviates from the information provided or the information in the pick-up order, the buyer is obliged to notify CARTV of this immediately. Any grounds for a complaint must be recorded in detail on the handover protocol and, if possible, acknowledged and documented with photos. Corresponding forms can be obtained from CARTV.
7. Complaints must be made immediately; immediately within the meaning of this provision means either immediately upon pick-up or, in the event that the vehicle is picked-up by a third party, immediately after the vehicle arrives at the buyer. The seller is to be given the opportunity for a follow-up inspection.
8. A complaint is excluded if a follow-up inspection can be done only under difficult conditions or with disproportionate effort, for example because of a meanwhile resale of the vehicle. This does not apply if the seller has demonstrably waived his right to a follow-up inspection. A complaint is excluded if the buyer or a third party has made changes to the vehicle after the vehicle has been handed over, the type and scope of which are not only insignificant.
9. Renegotiations about the purchase price are prohibited at any time and can be assumed as a material breach of contract. Insofar as reduction claims are asserted, these must be declared to the buyer and reported to CARTV using the CARTV All4you processing service.
10. If the buyer is unable to pick-up the vehicle within five working days after the bid has been accepted, he is obliged to notify CARTV immediately before this period has expired. Section 193 of the German Civil Code applies to the expiry of the period. In the cases listed in Section 14 (2) of the General Terms and Conditions, the period according to Section 122 of the Civil Code expires on the next working day. Any stand costs incurred as a result of the late pick-up must be borne by the buyer.
11. If the vehicle has not been picked-up within 10 days, CARTV is entitled, after setting a reasonable and fruitless deadline for the pick-up, to re-enter the vehicle in the CARTV system at the buyer's expense or to offer it elsewhere to reduce damage. Section 193 of the German Civil Code applies to the expiry of the period. In the cases listed in Section 14 (2) of the General Terms and Conditions, the period according to Section 122 of the Civil Code expires on the next working day. Further claims for damages by CARTV or the seller are not affected by this.
12. If this has not already been done before the pick-up, the buyer is obliged to de-register or re-register the purchased vehicle within five working days after acceptance or pick-up. Section 193 of the German Civil Code applies to the expiry of the period. In the cases listed in Section 14 (2) of the General Terms and Conditions, the period according to Section 122 of the Civil Code expires on the next working day. In this case, the costs for de-registration or re-registration are to be borne by the buyer, a corresponding de-registration or re-registration certificate must be sent to the seller immediately. If it is not possible for the buyer to de-register or re-register the vehicle within the above-mentioned period of five working days, CARTV is entitled to cancel the registration. The buyer is then obliged to send all necessary vehicle documents and license plates to CARTV. The flat-rate costs of EUR 120.00 net are borne by the buyer; these are due to CARTV after the invoice has been issued without any deductions.
13. The buyer is obliged to pay the agreed purchase price for the vehicle without deductions in accordance with the agreements in the purchase contract. As far as the sales tax can be shown separately, in the case of an export of the vehicle within the EU the purchase price for the vehicle is to be paid upon presentation of the VAT ID with confirmation of the intra-community delivery, while deducting the VAT invoiced. The buyer undertakes to the seller – within the confirmation of the intra-community delivery – that he will transport the scope of delivery / service to the EU country of destination and subject it to acquisition tax there. If this is not adhered to, the buyer undertakes to notify the seller of this immediately. In this case, the buyer also undertakes to send the seller proof of acquisition tax in another EU member state or to provide proof of export from the EU. In the case of a sale outside the European Union, sales tax must be charged to the buyer as long as the buyer has not proven the export from the European Union. If payment is processed via the CARTV trust account, when the vehicle is exported to a country outside the European Union, the sales tax paid will be withheld as security and only credited and paid out after the complete export documents have been presented.
14. Any bank charges are to be borne by the buyer. The same applies to any customs or export fees.
15. When choosing the method of payment, the wishes of the seller must be taken into account. Payment can generally be made by cash to the seller within the framework of the applicable statutory upper limit for cash payments, via the CARTV trust account or by bank financing.

The buyer ensures that he can be reached all year round during normal business hours Monday to Friday 9:00 a.m. to 5:00 p.m. If necessary, the buyer is obliged to appoint a representative for CARTV if he is absent.
16. The bidder is aware that the bids submitted by him also serve to determine a residual value. In this respect, CARTV depends on the accepted bids being able to be processed at the offered price. Insofar as the bidder violates his contractual obligations by not picking up the vehicle and / or not paying the agreed purchase price, CARTV is entitled to re-use the vehicle or to sell it in any other way, to pay the difference amounts to the owner of the vehicle and to claim them as compensation by the bidder. In particular, CARTV is entitled to pay the agreed purchase price to the seller and to have the purchase price payment claim conveyed. This authorisation also applies to the payment of stand costs incurred due to the fault of the bidder.

Section 6 Obligations and Liability of CARTV

1. CARTV is obliged to include the data transmitted by the advertiser in the residual value exchange. This obligation does not exist if CARTV is aware that the data to be submitted are not free from third-party rights or contradict other legal regulations and official requirements.
2. CARTV is obliged to keep the data posted in the residual value exchange until the bidding period has expired.
3. CARTV forwards the bids received to the advertiser after the bidding period has expired.
4. The liability of CARTV is limited to intent and gross negligence with the exception of damage to life, limb or health. In the case of slightly negligent breaches of non-essential contractual obligations, the breach of which does not endanger the execution of the contract, the liability of CARTV is excluded. There is no exclusion of liability in the event of a breach of an essential contractual obligation, whereby in this case the liability is limited to the foreseeable, contract-typical, direct average damage.
5. A liability of CARTV is excluded for the complete or partial failure of the transmission capacity or the limitation of the transmission capacity by the internet provider.
6. CARTV is not liable for the correctness of the data provided by the advertisers or their freedom from third party rights. This does not apply if CARTV is aware that the data entered are incorrect or violate the rights of third parties.

Section 7 Contract Duration, Termination and Temporary Shut-down

1. The contractual relationship between the user and CARTV is unlimited. It can be terminated by both CARTV and the contractual partner without giving reasons with a notice period of 6 weeks to the end of the quarter. The termination must be in writing to be effective. The right to terminate without notice for an important reason remains unaffected.
2. In the event of serious breaches of contract, CARTV is entitled to choose either to temporarily exclude the user from participating in the CARTV system or to terminate the contractual relationship without notice.
A serious breach of contract occurs in particular if
 - a) the user is in arrears with the payment of amounts due and fails to make payment despite a corresponding reminder with a deadline.
 - b) the user carries out the acceptance of the vehicle and / or payment of the purchase price in whole or in part dependent on renegotiations about the purchase price without being entitled to a reduction in price or refusing to accept the vehicle.
 - c) the user does not take over the vehicle within the agreed pick-up period and does not pay the purchase price on time and a previous warning with a deadline is unsuccessful.
 - d) there is an application for the opening of insolvency proceedings against the assets of the user and this application is not withdrawn within one month of the application.
 - e) the user provided incorrect information when applying for authorisation or
 - f) the user violates the contract in any other way so seriously that CARTV cannot be expected to continue the contractual relationship until the notice period has expired.
3. Insofar as the user has submitted bids and the bidding period or the bid binding period is still running after the termination of the contractual relationship, the user is obliged to fulfil the obligations arising therefrom.
4. Any claims for damages remain unaffected by the above regulations.

Section 8 Access Options and Services from CARTV

1. CARTV sky
 - a) CARTV makes all data and objects available in CARTV sky. The user dials in with his access data, which is sent to him free of charge by email.
 - b) The commissioning of CARTV sky is at your own risk. The user is responsible for an adequate internet connection.
 - c) Passing on or reselling the access data to third parties is not permitted without the express consent of CARTV.

2. CARTV mobile sky

Alternatively, the user can download the current version of the CARTV mobile sky application or use it on-line in the browser. A service hotline is available to the user free of charge for installation. The access data for CARTV mobile sky will be sent to the user by email on request.

- a) Updates to the software are free of charge for the user.
- b) Installation and commissioning are at your own risk. The user is responsible for an adequate internet connection.
- c) Passing on or reselling the software and access data to third parties is not permitted without the express consent of CARTV.

Section 9 Payment

1. Invoices from CARTV are due immediately upon receipt and are to be paid without deduction, unless the contractual partner participates in the SEPA direct debit procedure; in the case of participation in the SEPA direct debit procedure, CARTV collects the outstanding claims after the due date.
2. If a direct debit is not redeemed due to insufficient funds in the specified account or for other reasons for which CARTV is not responsible, the resulting costs (return debit fees) shall be borne by the contractual partner. The further use of the services of CARTV is excluded until the outstanding claims have been settled.
3. The block will be lifted immediately as soon as the user has fulfilled the obligations incumbent on him, or proves this by means of suitable documents (account statements, payment receipts), etc. In the event of repetition or serious cases, there is no right to re-admission.

4. In the event of default in payment, the contractual partner has to pay default interest of 9% above the applicable base rate (Section 247 German Civil Code) annually to CARTV if no consumer is involved in the legal transaction; if a consumer is involved in the legal transaction, the default interest rate is 5% above the base rate. The assertion of higher damage caused by default is not excluded. In the cases listed in Section 14 (2) of the General Terms and Conditions, the default interest rate is 5% annually above the base rate in accordance with Section 517 (2) of the Civil Code, whereby the assertion of higher default damage or a contractual penalty is excluded.
5. If the contractual partner defaults on a payment, all outstanding claims from CARTV are due immediately.
6. If the financial circumstances of the contractual partner deteriorate in a way that endangers the claims of CARTV, CARTV is entitled to demand advance payment or appropriate security. This also applies if CARTV only becomes aware of the existing circumstances after the contract is concluded. If the advance payment or the security deposit is not made within the grace period despite a reminder and a reasonable grace period, CARTV is entitled to withdraw from the contract or to demand compensation for non-performance.

Section 10 Import, Export and Use of the Software

The contractual partner is solely responsible for ensuring that the relevant laws and other provisions regarding his rights to import, export and use the software are complied with.

Section 11 Refusal of Performance, Set-off, Reservation of Withdrawal

Significant deterioration in assets on the part of the contractual partner, which occurs after the business relationship has been established or which becomes known to CARTV, entitle CARTV to refuse performance, in particular to exclude the contractual partner from participating in CARTV. The contractual partner has the option of preventing the exclusion and the endangerment of the purpose of the contract by providing sufficient security. The same applies if the contractual partner fulfils his obligations towards third parties in connection with the services of CARTV, e.g. regarding payment and timely pick-up of purchased vehicles. If the contractual partner does not meet the demand for security within a reasonable period, CARTV is entitled to withdraw from the contract. Offsetting by the contractual partner with counter-claims is excluded, unless these are undisputed or have been legally established. The assertion of a right of retention by the contractual partner is excluded, unless it is based on the same contractual relationship or the counter-claims are undisputed or have been legally established.

Section 12 Data Protection Storage

CARTV collects, processes and uses personal data in accordance with the provisions of the Federal Data Protection Act (BDSG) and the European General Data Protection Regulation (GDPR).

Personal data are only collected for the establishment, implementation or termination of the contractual relationship, if it is necessary. Depending on the intended use, the following types of data are involved: offer data, contract data, address and communication data and payment data. As part of the establishment, implementation or termination of a contractual relationship, data can, insofar as it is necessary, be transmitted to third parties who are contractual partners of CARTV (e.g. a bank). The processing and use of the data take place exclusively in the Federal Republic of Germany or in a member state of the European Union.

The data will not be passed on to third parties for commercial purposes. For more information on data protection provisions of the GDPR, please refer to our website at <https://www.cartv.eu/de/kontakt/datenschutz/>

Section 13 Place of Jurisdiction

The place of performance and place of jurisdiction is Munich, provided that the contractual partner is a merchant, legal entity under public law or public law special fund. However, CARTV is also entitled to take legal action at the general place of jurisdiction of the contractual partner.

Section 14 Applicable Law

1. The contractual relationship between CARTV and the respective contractual partner is subject to the law of the Federal Republic of Germany to the exclusion of all bilateral and / or multilateral agreements relating to the purchase of movable property, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).
2. If the contractual partner who uses the services of CARTV is a Slovak consumer, the contractual relationship between CARTV and the respective contractual partner is subject to the law of the Slovak Republic, in particular the Slovak Civil Code No. 40/1964 Coll. in the current wording (Civil Code). According to the above-mentioned Civil Code, a Slovak consumer is a natural person with permanent residence in the Slovak Republic who conducts business for purposes that cannot be attributed to his professional or commercial activity.

These GTC apply from 15.10.2020