

## 1. Scope of the General Terms and Conditions

- (1) The General Terms and Conditions (hereinafter: "GTC") are valid for all contracts, which you conclude via our website ("teile-profis.de" and "carparts-pros.com") and via the eBay Internet trading platform (hereinafter: "eBay") with us (Bayer. Taxi-Einkauf Schießlbauer GmbH, Schulstraße 5, 92272 Freudenberg).
- (2) The terms and conditions, which deviate from these GTC are objected to as a matter of precaution. These shall only become an integral part of the contract, if we confirm this beforehand in written form.
- (3) For the purchase and redemption of vouchers, these GTC apply accordingly, unless expressly specified otherwise.

## 2. Formation of contracts on our website

- (1) The presentation of the products on our website does not constitute a binding offer from us, but serves to enable you to submit a binding offer. Using the shopping basket system, you may submit a binding purchase offer (order) to us for the respective product.
- (2) For an order using the shopping basket system, by clicking on the "Buy it now" button in the final step of the ordering process, you are issuing a legally binding contract offer in relation to the goods contained in the shopping basis. For this, you must go through the following technical steps beforehand:
  - a) First, place the goods into the virtual shopping basket by clicking on "Add to shopping basket" and then click on the "Proceed to checkout" button. In the next step, you can register with us by providing an e-mail address and a password or set up a customer account.
  - b) In the next step, you can select the required shipping method and to complete the order, click on the "Buy it now" button.
  - c) The amount of the shipping costs depends on the country to which the goods are being sent, as well as the total price of the goods, and is automatically adapted in the last step and finally displayed in the shopping basket.
- (3) Directly after sending the order, you will receive an e-mail from us with the message that we have received your order (order confirmation). This does not yet constitute an acceptance of the offer. We may accept the offer within seven (7) days (and thereby bring about the conclusion of the contract),
  - a) by confirming the shipping of the goods to you;
  - b) by sending you a written order confirmation, an order confirmation in text form (fax or e-mail), whereby the receipt of the order confirmation by you is decisive in this respect, or
  - c) by confirming the receipt of the invoice amount (payment receipt) to you;
- (4) If several of the aforementioned alternatives exist, the contract shall be concluded at the time when one of the aforementioned alternatives first occurs. If we fail to accept the offer within the aforementioned time limit, this shall be deemed as a rejection of the offer, with the consequence that you are no longer bound to the declaration of intent. Any payments already made shall be refunded at once in this case.
- (5) With the selection of the "PayPal Express" payment method, the payment processing shall be performed via the payment service provider, PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter: "PayPal"), subject to the PayPal Terms and Conditions of Use, -Nutzungsbedingungen, which can be viewed at: <https://www.paypal.com/de/web-apps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account – subject to the terms and conditions for payment without a PayPal account, which can be viewed at: <https://www.paypal.com/de/web-apps/mpp/ua/privacywax-full>. If you select "PayPal Express" as the payment method within the context of the online order process, by clicking on the button to complete the order process, you are simultaneously also issuing a payment order to PayPal. For this case, we now already

declare acceptance of the offer at the time when you trigger the payment process by clicking on the button to complete the order process.

- (6) The contract text is stored with us and is sent to you with the existing GTC and Customer Information in text form (e.g. e-mail, fax or letter). In addition to this, the contract text will be archived with us.
- (7) German language is exclusively available for conclusion of the contract.
- (8) The order processing and establishment of contact take place via e-mail and automated order processing. In this respect, you must ensure that the e-mail address provided by you for order processing is accurate, so that the e-mails sent by us to this address can be received. In particular, with the use of SPAM filters, you must ensure that all of the e-mails sent by us can be delivered.

### **3. Conclusion of contract via eBay**

- (1) Our goods and products, which are displayed via the online shop at “eBay” - either purchased by auction with the highest bid or purchased at a fixed price (Buy it now option) - constitute a binding, but only temporary, offer for the conclusion of a contract for these goods and products. In the case of an auction, this offer is only deemed as accepted, if the customer’s bid is the highest bid when this specific time limit expires. The customer’s bid lapses if another customer places a higher bid during the term of the auction. The term of the auction is measured according to the official and specified “eBay time”. When the time limit expires, the contract is concluded with the customer who has placed the highest bid by then.
- (2) If the customer chooses the “Buy it now option”, the contract shall be concluded with the purchase of the offered goods at a fixed price. If an article is exclusively listed under the fixed-price format, the activation of the offer page on “eBay” constitutes a binding offer to conclude the purchase contract at the specified price. The contract with the customer is concluded as soon as the customer exercises the fixed-price function (“Buy it now”). The Buy it now option may only be exercised if the customer has not yet placed a bid within the context of an auction.
- (3) If an article has been listed using the fixed-price format with the additional “Make offer” option, interested parties have the possibility of suggesting a (different) price for the article. In this case, the offer made by the interested party constitutes a dedicated new offer of the interested party. This offer by the interested party is binding and can be accepted within 48 hours. If the offer made by the interested party is accepted, the conclusion of the contract will take place at the offered price subject to the further terms and conditions listed in relation to the article description. If the offer made by the interested party is rejected and a counter-offer is made to this party, as well as other interested parties, this shall be binding and can also be accepted by the interested party/interested parties within 48 hours. During ongoing negotiations, an article offer, which was originally listed in the fixed-price format continues to exist - i.e. the contract is concluded with a third party, regardless of such negotiations, at the specified fixed price, if this third party exercises the fixed-price option prior to the conclusion of the negotiations.
- (4) Prior to the final issuance of a contract declaration, customers are requested on the “eBay marketplace” to check the details and confirm them, if applicable. In the case of possible entry errors, the option is available of using the “Back” function of the browser used to jump back to the previous website or use the “Cancel” function to stop the ordering process, in order to enter new details. You can identify and correct entry errors prior to the submission of the contract declaration using the electronic tools provided by “eBay”.

### **4. Cancellation right**

- (1) Customers, who are consumers, have a statutory cancellation right. Details are available in the **cancellation policy**.
- (2) The cancellation right does not apply to consumers, who do not belong to a Member State of the European Union upon conclusion of the contract and whose sole place of residence and delivery address are outside of the European Union at the time of conclusion of the contract.

### **5. Prices and shipping costs**

- (1) All price quotations are gross prices, including the statutory value-added tax and are quoted exclusive of shipping costs incurred. The shipping costs are stated separately and must be borne by you, unless you exercise your cancellation right.
- (2) For deliveries to countries outside of the European Union, additional costs may be incurred on a case-by-case basis, which shall be borne by the customer. These include, for example, costs for cash transfer by credit institutions (e.g. transfer fees, exchange rate fees) or import law levies/taxes (e.g. customs duties). Such costs may also be incurred in relation to the cash transfer, if the delivery does not take place to a country outside of the European Union, but the customer makes the payment from a country outside of the European Union.
- (3) The customer has various payment options available, which are specified in the online shop.
  - a) If cash in advance is arranged, the payment shall fall due directly after conclusion of the contract.
  - b) With the selection of the "PayPal" payment method, the payment processing shall be performed via the payment service provider, PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, subject to the PayPal Terms and Conditions of Use, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>.
  - c) With the selection of the "PayPal Credit" payment method (instalment payments via PayPal), we assign our payment claim to PayPal. Prior to acceptance of the assignment declaration, PayPal performs a creditworthiness check, using the sent customer data. We reserve the right to refuse the customer's use of the "PayPal Credit" payment method in the case of a negative check result. If the "PayPal Credit" payment method is permitted by PayPal, the customer shall pay the invoice amount to PayPal, at the terms and conditions specified by us, which notified to him in the online shop. In this case, he may only pay to PayPal with a debt-discharging effect. However, in the case of the assignment of receivables, we shall also remain responsible for general customer enquiries, e.g. regarding the goods, delivery period, shipping, returns, complaints, cancellation declarations and sent cancellations or credit notes.
  - d) With the selection of the "PayPal ExpressInvoice" payment method, the payment processing shall be performed via the payment service provider, PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, to which we assign our payment claim. Prior to acceptance of the assignment declaration, PayPal also performs a creditworthiness check, using the sent customer data. We reserve the right to refuse the customer's use of the "PayPal Invoice" payment method in the case of a negative check result. If the "PayPal Invoice" payment method is permitted by PayPal, the customer shall pay the invoice amount to PayPal within 14 days from receipt of the goods. In this case, he may only pay to PayPal with a debt-discharging effect. However, in the case of the assignment of receivables, we shall also remain responsible for general customer enquiries, e.g. regarding the goods, delivery period, shipping, returns, complaints, cancellation declarations and sent cancellations or credit notes.
  - e) The PayPal General Terms and Conditions for the Use of Invoice Payment also apply, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/pui-terms>.

## 6. Delivery conditions

- (1) The delivery periods specified by us are calculated from the time of contract acceptance, subject to prior payment of the purchase price. If no delivery period, or no differing delivery period is stated, it is approx three (3) to seven (7) working days (Saturdays do not count as a working day in this respect).
- (2) If the transport company returns the shipped goods to us, because a delivery to the customer was not possible, the customer shall bear the costs for the unsuccessful shipping. This shall not apply, if the customer is not at fault for the situation, which led to the impossibility of delivery, or if he was temporarily prevented from acceptance of the offered service, unless we notified the service to him with adequate notice.
- (3) If no items of the product selected by him are available at the time of the order, we shall notify him about this at once. If the product is permanently not deliverable, we shall refrain from issuing an acceptance declaration. In this case, no contract is concluded. If the product specified by you in the order is only temporarily unavailable,

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we shall also inform you about this at once in the order confirmation. With a delivery delay of more than two (2) weeks, you have the right to withdraw from the contract. The statutory cancellation right shall not be affected by this. Ceteris paribus, we are also entitled to withdraw from the contract in this case. Any payments, which may have already been made shall be refunded at once in this event.

- (4) We shall bear the shipping risk, if you are a consumer. If you are acting as a trader, the risk of accidental loss and accidental deterioration of the sold goods shall transfer to you, as soon as we have delivered the item to the freight forwarder, the freight carrier or other party or institution for execution of the shipping.

## 7. Warranty

- (1) We shall be liable for defects under the valid statutory provisions.
- (2) Vis-à-vis traders (Section 14 BGB [German Civil Code]), the warranty period is 12 months on items delivered by us.
- (3) Additional guarantees only exist, if these are expressly stated in the order confirmation for the respective article.
- (4) We request that you submit a complaint to the shipper regarding delivered items with obvious shipping damage and notify us about this. However, you are neither obligated to do so nor does this have implications for your statutory or contractual claims for defects.

## 8. Liability

- (1) Damages claims are excluded. However, this does not apply to claims for damages due to injury to life, limb, health or the breach of so-called material contractual duties, as well as to liability for other damages, which are due to premeditated or grossly negligent breach of duty by us, our legal representative or legal agents. Material contractual duties are our duties, the fulfilment of which make the proper execution of the contract possible at all and which the you may generally trust in being complied with within the context of the provision of the contractual services, therefore also duties, whose breach would jeopardise the achievement of the purpose of the contract.
- (2) However, in the event of a breach of material contractual duties, we shall only be liable for the typical contractual foreseeable loss, if this was caused with slight negligence. However, claims for damages for injury to life, limb or health remain exempted from this limitation of liability. The aforementioned limitations of liability also apply in favour of our legal representatives and legal agents.
- (3) The regulations of the Product Liability Act remain unaffected.

## 9. Reservation of ownership

The goods shall remain our property until full payment is made.

## 10. Final provisions

- (1) Drawings, images, measurements, weights or other performance data in our online shop are not binding, if this is expressly mentioned, e.g. with the designation "symbol photo".
- (2) For contracts between us and you, the law of the Federal Republic of Germany applies, to the exclusion of the UN Sales Convention. The statutory provisions concerning the limitation of choice of law and the application of mandatory provisions, particularly those of the country in which you have your usual abode as a consumer, shall remain unaffected.
- (3) Within the context of the use of the "eBay platform" we are additionally subject to the eBay "Rules and Principals for Sellers", which are available at: <http://verkaeufportal.ebay.de/regeln-und-grundsaeetze-fuer-verkaeufer>.
- (4) In the event of legal disputes, you have the option to use alternative dispute settlement. The following link of the EU Commission (also referred to as OS Platform) contains information about the online dispute settlement and serves as a central point of contact for out-of-court settlement of disputes, which arise from online purchase contracts: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=DE>.

- (5) However, we do not participate in dispute settlement proceedings before a consumer arbitration board and are also not legally obligated to do so.
- (6) Information is available concerning the disposal of waste electrical or electronic devices in respect of the EU Directive on Waste Electrical and Electronic Devices (WEEE Directive) in the separate information. This also applies to the information concerning battery disposal.
- (7) If the customer is a trader, a public-law legal entity or a special public-law fund, the legal jurisdiction for all disputes from contractual relationships between the customer and us is the registered office of Bayer. Taxi-Einkauf Schießlbauer GmbH.
- (8) Even in the case of invalidity of individual points, the contract shall otherwise remain binding. Instead of the invalid points, the statutory provisions shall apply, if available.