M·CARS LOGISTICS

Litvin Volodymir, Züchnerstraße 4, 56070 Koblenz, Deutschland · M-CARS Logistics GmbH i. Gr.

Terms of Service

for the brokerage and purchase of vehicles on commission — M-CARS Logistics GmbH i. Gr.

Version of 9 November 2026 · Translation for information. The German version governs; as a consumer you may rely on the version in your own language.

> Please read in particular § 2 (what we do and what we do not do), § 4 (vehicle information), § 7 (claims against the auction and the seller), § 12 (liability) and, if you are a consumer, § 18 (right of withdrawal). These terms form part of your order.

Part A — Provisions applying to all clients

§ 1 Provider, scope, contract language

1. These Terms of Service (the Terms) apply to all contracts for the brokerage and purchase of vehicles on commission concluded between Litvin Volodymir, Züchnerstraße 4, 56070 Koblenz, Deutschland (we, us, the Contractor) and the client.
2. A consumer is any natural person who places an order for purposes which are predominantly outside their trade, business or profession (§ 13 German Civil Code, BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity acting, when placing the order, in the exercise of their trade, business or profession (§ 14 BGB).
3. Differing, conflicting or supplementary general terms of the client do not become part of the contract, even if we are aware of them, unless we expressly agree to their application in text form. This applies also where we perform the order with knowledge of such terms.
4. The language of the contract and of negotiations is German. We provide versions of these Terms in other languages for your information. Towards entrepreneurs, only the German version governs. Towards consumers whom we addressed in another language, you may rely on the version in that language.
5. The order is placed in text form (e-mail, messenger message or signed form). There are no oral side agreements; amendments and supplements require text form.

§ 2 Subject matter — our service and its limits

1. We are a service provider, not a vehicle dealer in relation to you. The subject matter of the contract is exclusively the handling of business on your behalf: access to closed auction and dealer platforms, the selection of suitable vehicles according to your criteria, the placing of bids up to the maximum bid you set in writing, the handling of the award, the procurement of vehicle and export documents, and the arrangement of transport.
2. We owe the careful performance of this mandate, not a result. In particular, we do not owe the acquisition of any specific vehicle, the award of any lot, the achievement of any particular price, or the registrability of the vehicle in any particular state.
3. We are not the seller of the vehicle. Depending on the order, we act either as a broker in your name and for your account, or as a purchasing commission agent in our own name for your account (§§ 383 et seq. German Commercial Code, HGB). In both cases we do not acquire the vehicle for the purpose of resale to you, do not take it into our own stock, and earn no margin on the vehicle price. Our remuneration is governed separately and exhaustively by § 5.

4. We are not the operator of the auction platforms, not the consignor of the lot and not a previous owner of the vehicle. The contract of sale for the vehicle is concluded between the consignor or the auction and — depending on the form of the order — you, or us as commission agent; in the latter case you are the economic acquirer and we transfer the vehicle and all claims arising from it to you without delay (§ 7).
5. Expressly not part of our service are: any technical inspection, test drive, lift inspection or endoscopy of the vehicle by us; any verification or assurance of the mileage, accident-free history, number of previous owners or completeness of the service history; any valuation of market value; any legal, tax or customs advice; the registration of the vehicle; the procurement of a warranty or guarantee from a previous owner.
6. Where we exceptionally undertake a service going beyond the above in an individual case, this requires express agreement in text form stating its scope. Indications, assessments, figures from experience and recommendations given by us non-bindingly in conversation do not constitute such an agreement and do not create any duty of inspection on our part.

§ 3 Formation of the contract, maximum bid, confirmation

1. Presentations of vehicles on our website, in our channels and in messages are not binding offers but non-binding information about vehicles offered on the platforms at the time of capture. Nor do they constitute any assurance that the vehicle is still available or can be acquired for the amount stated.
2. The contract is formed when you notify us in text form of (a) the vehicle or the search criteria, (b) the binding maximum bid in euro and (c) the country and address of delivery, and we confirm this in text form. Only upon our confirmation are we entitled and obliged to place a bid.
3. The maximum bid is the amount up to which we may bid for you. It is a net award amount and includes neither auction fees nor our remuneration, nor transport, customs or registration costs. You determine this amount on your own responsibility. An increase during a running auction is effective only if it is in text form and reaches us before the award.
4. We may refuse to accept an order without stating reasons, in particular where the vehicle is no longer available, the maximum bid is manifestly outside market level, there are doubts as to the identity or solvency of the client, or delivery would be inadmissible under § 10.
5. We cannot reserve individual vehicles for you; the platforms do not provide for this.

§ 4 Vehicle information and agreed quality

1. All information about a vehicle — date of first registration, mileage, engine, equipment, prior damage, condition grades, inspection reports, photographs, reserve and bid levels — originates exclusively from the consignor or the auction platform. We pass it on without being able to verify it and do not adopt it as our own statement.
2. The agreed quality of the vehicle is solely the condition as it appears from the condition report and photographic material of the auction provided to you before the bid is placed. No characteristics beyond this are agreed. In particular, the following are not agreed: freedom from accident damage, correspondence of the stated mileage with the actual mileage, completeness of the service history, freedom from defects, any particular remaining period of roadworthiness certification, registrability in any particular state, and fitness for any particular purpose.
3. Vehicles from dealer auctions are awarded without exception in their present, used condition and with the exclusion of any warranty by the consignor. You are acquiring a used vehicle with age-related wear, possible unknown prior damage and possible need for repair. This is known to us and is expressly acknowledged by you.
4. Information about prices we achieved for comparable vehicles in the past constitutes figures from experience for orientation only. It is not a price promise, not a guarantee of value and not a forecast for your vehicle.
5. If the actual condition on handover deviates from the auction condition report, your claims lie against the consignor or the auction. We assign those claims to you under § 7 and support you in enforcing them.

§ 5 Remuneration, disbursements, payment

1. Our remuneration for the handling of business is 595 € per order and is due before the first bid is placed. It is the fee for our activity and is not refunded if no award is made, because the activity has been performed in any event. All amounts are inclusive of statutory value added tax where applicable. We charge no remuneration beyond this; in particular we earn no margin on the vehicle price and no share of third-party fees.
2. In addition, you are obliged to reimburse us for third-party costs disbursed for your account: the award price, auction and platform fees, storage charges, short-term and export plates, transport costs, fees for documents and certifications, bank and currency conversion charges, and import duties where we disburse them. We itemise these costs separately and with supporting documents.
3. The award price, the auction fees and our remuneration become due upon the award and are payable within two banking days of invoicing. Auction platforms set short payment deadlines and charge storage fees if they are exceeded; you bear those costs.
4. Before the first bid is placed an advance of 1.000 € is payable. It is security for participation in the auction, is credited against the purchase price of the vehicle and is refundable: if no acquisition takes place because no lot was suitable or you terminate the order under § 15, we refund it without delay and in full. It is not a fee and under no circumstances remains with us.
5. Payments are to be made exclusively to the account stated in the invoice. We accept cash only within the statutory limits and only against receipt. We are obliged under §§ 10, 11 of the German Money Laundering Act (GwG) to establish and record your identity; without your cooperation we may not perform the order.
6. Set-off against our claims is permitted only with undisputed counterclaims or counterclaims established by final judgment. Towards consumers this does not apply to counterclaims arising from the same contractual relationship.

§ 6 Placing of bids, award, failure to obtain the award

1. We place the bid at our proper discretion within the maximum bid you have set. We are not obliged to exhaust the maximum bid and are not entitled to exceed it.
2. If no award is made because a third party bid higher, the reserve price was not reached, the lot was withdrawn, the consignor refused the award or the auction was aborted, no claim against us arises. The remuneration under § 5(1) sentence 1 is not incurred in that case; the auction fee under § 5(1) sentence 2 likewise is not incurred to the extent that we did not incur platform fees.
3. If an award already made subsequently lapses for reasons attributable to the consignor or the platform — for example double sale, missing documents, a block in the vehicle register or avoidance of the transaction — we are obliged to refund to you all payments already made, less third-party costs actually incurred and evidenced. No further claims against us arise; § 7 assigns your claims against consignor and platform to you.
4. Your bid binds us towards the platform, under its terms, for forty-eight hours after the auction closes; where the bid is below the minimum and the lot is held "subject to reserve", for seventy-two hours. During that time the consignor decides whether to accept the highest bid; it is not obliged to. The award counts as made only when the platform's invoice arrives. Until then the lot stands "subject to reserve", and we cannot give you a result because we do not have one.
5. Technical failures of the auction platform, its bidding software or the data connection lie outside our sphere of influence. For a bid not transmitted or transmitted late for that reason we are liable only in accordance with § 12.

§ 7 Assignment of claims against auction, platform and consignor

1. To the extent that we acquired the vehicle as commission agent in our own name, we assign to you, already upon the award, all claims to which we are entitled against the consignor, the seller and the auction platform — in particular claims arising from liability for defects, guarantee, avoidance, rescission, price reduction, damages and default. You accept the assignment.

2. Upon request we provide you without delay with all documents required for enforcement: the award confirmation, the platform invoice, the complete condition report, photographic material, correspondence and the platform terms. We support you in asserting your claims at no additional charge.
3. Where assignment is legally excluded in an individual case or excluded by the platform terms, we assert the claims at your request, in your interest and at your cost in our own name and account to you for what is obtained (§ 384(2) HGB).
4. Scope of the assigned claims: we assign what is ours, and no more. The terms of the dealer auctions exclude claims for defects of quality and of title on used vehicles and expressly declare the catalogue data not to be an agreed quality. Consequently, on a used vehicle there are as a rule no defect claims against consignor or platform that we could pass to you. What remains and is assigned are claims for fraudulent misrepresentation, for intent, for defects of title in ownership, for non-delivery and for double sale. We tell you this before the bid, because you need to know it before you decide.
5. Towards entrepreneurs the following applies in addition: you are obliged first to pursue the assigned claims against consignor and platform. You may assert claims against us on the ground of a vehicle defect only once that pursuit has proved unsuccessful. This restriction does not apply in the cases of § 12(2).

§ 8 Title, passing of risk, transport

1. Title to the vehicle passes to you once the award price, the auction fees, our remuneration and the third-party costs disbursed have been paid in full. Until then the vehicle remains our property or the property of the consignor.
2. The risk of accidental loss and accidental deterioration passes to you once the vehicle has been handed over to you or to a person appointed by you, or handed over to the carrier appointed by you. For consumers, the risk passes only upon handover to you, even where we arrange the shipment (§ 475(2) BGB applied accordingly).
3. Where we arrange transport, we act in that respect as broker of the carrier. The contract of carriage is concluded between you and the carrier; the carrier terms and the statutory limits of liability under transport law (CMR, HGB) apply. We are not liable for damage, loss or delay in transport, but only for the careful selection of the carrier.
4. Transport damage must be established immediately on acceptance, noted on the consignment note and documented photographically. Without such a note, claims against the carrier are as a rule no longer enforceable; you bear the resulting loss.
5. Stated delivery and storage times are non-binding estimates unless a binding date has been expressly agreed in text form. We can commit to binding dates only once the auction, the flow of documents and the carrier have confirmed them.

§ 9 Customs, import duties, taxes, registration

1. Where delivery is made to a state outside the European Union, import duties arise: customs duty, import value added tax and, where applicable, excise duty. The person liable for those duties is the importer, that is, you. You bear those duties in full in addition to the vehicle price and our remuneration.
2. Statements and calculators on our website concerning import duties are non-binding estimates based on generally accessible tariffs and the data you enter. Only the decision of the competent customs authority and the assessment bases, exchange rates and age and engine-capacity coefficients applied by it are authoritative. We assume no warranty for the correctness, completeness or currency of such estimates. A deviation of the decision from the estimate gives rise to no claim against us and to no right of rescission or price reduction.
3. You are obliged to inform us correctly of the country of delivery and the intended use. Where duties, fines, storage charges or return transport costs result from incorrect or incomplete information, from a subsequent change of the country of delivery, or from your delayed cooperation on import, you bear those costs and indemnify us accordingly.

4. The registrability of the vehicle in the destination country is governed by the law of that country. The examination and completion of registration, including any required modifications, emissions certificates, individual approvals and inspection reports, is your responsibility. We do not owe registrability and do not owe any emissions class.
5. A claim to refund of German value added tax exists only where the statutory conditions for a tax-exempt export supply are met and only where the required evidence, in particular the export confirmation of the customs office of exit, is available in full and in time. We support you in obtaining the evidence; we do not owe the refund and are not liable for its refusal by the tax authorities.

§ 10 Sanctions, export control, money laundering

1. We do not perform orders which infringe the sanctions and export control law of the European Union, the Federal Republic of Germany or any other applicable legal system. This concerns in particular Regulation (EU) No 833/2014 as amended, including the restrictions on motor vehicles and the re-export prohibition under Article 12g.
2. You represent that you and the end user of the vehicle are not listed on any sanctions list, do not act for a listed person, and will not transfer the vehicle directly or indirectly to the Russian Federation or Belarus or resell it there. You undertake to pass on a corresponding re-export prohibition to your own customers.
3. We may discontinue performance of an order at any time without compensation where indications of an infringement arise or a required authorisation is lacking. Third-party costs already incurred and evidenced remain payable; beyond that no claims exist on either side.
4. An infringement of paragraph 2 obliges you to indemnify us against all fines, duties, costs and third-party claims arising from it.

§ 11 Cooperation and duties of the client

1. You provide us with the information and documents required for performance completely, correctly and in good time: proof of identity, address, delivery address, VAT identification number where applicable, and details of the end user and intended use.
2. You examine the condition report, the photographs and the vehicle data provided to you on your own responsibility before setting the maximum bid. If you have doubts, you notify us before the bid; we then obtain such further information as is available from the platform. After the bid has been placed, such doubts can no longer be raised.
3. You accept the vehicle at the agreed location without delay. Where acceptance is delayed for reasons attributable to you, you bear storage, insurance and warehousing costs.
4. You do not take delivery of the vehicle before payment and not without a handover protocol. You record obvious deviations from the condition report in the protocol on acceptance and document them photographically.

§ 12 Liability

1. We are liable for damage in accordance with the following provisions; any further liability is excluded.
2. We are liable without limitation for intent and gross negligence, for fraudulent misrepresentation, for injury to life, body or health, where we have assumed a guarantee or a procurement risk, for culpable breach of material contractual duties by legal representatives or senior employees, and in all cases in which the law does not permit a limitation of liability, in particular under the German Product Liability Act.
3. In the case of simple negligence we are liable only for breach of a duty whose performance is a precondition for the very performance of the contract, whose breach jeopardises the achievement of the purpose of the contract, and on whose observance you were entitled to rely (material contractual duty). In that case liability is limited to the foreseeable damage typical for this type of contract.
4. In all other respects liability for simple negligence is excluded. Within the limits of paragraphs 2 and 3 there is in particular no liability for lost profit, savings not realised, loss of use, standby costs, hire car and replacement

procurement costs, loss of production, consequential and financial loss, or third-party claims.

5. We are not liable for the condition, quality, freedom from defects, stated mileage, accident-free history, value or registrability of the vehicle, since we do not sell the vehicle and, under § 2(5), do not inspect it. Your claims lie against the consignor and the platform; § 7 confers those claims on you.
6. We are not liable for acts, omissions, insolvency or incorrect statements of the auction platforms, consignors, carriers, workshops, authorities and other third parties, but only for their careful selection. This does not apply to the extent that we engage a third party in order to perform a primary obligation of our own.
7. The limitation of claims for damages against us is governed by § 14.
8. Where our liability is excluded or limited, this applies also to the personal liability of our employees, representatives and persons employed in performance.

§ 13 Force majeure

1. Events outside our sphere of influence which make performance substantially more difficult or impossible release us from the duty of performance for their duration. These include in particular war, insurrection, natural events, epidemics, strike, measures of public authorities, sanctions, border closures, failure of transport routes, port or customs blockades, and failure of the auction platforms.
2. If the event lasts longer than eight weeks, either party may terminate the order in text form. Third-party costs already incurred and evidenced and partial services rendered are to be accounted for; no further claims exist.

§ 14 Limitation of claims

1. Claims against us become time-barred one year after the statutory commencement of the limitation period, unless paragraph 2 provides otherwise.
2. The statutory limitation periods apply unchanged to claims arising from intent and gross negligence, from fraudulent misrepresentation, from injury to life, body or health, from a guarantee, under the Product Liability Act, and in all further cases in which a shortening is not legally permissible.
3. Towards consumers paragraph 1 does not apply; the statutory periods remain.

§ 15 Termination of the order, cancellation costs

1. Until the first bid is placed, you may terminate the order at any time in text form without stating reasons. No costs arise; any advance payment made is refunded in full.
2. After a bid has been placed, termination is no longer possible while the auction is running, because the bid is binding vis-à-vis the platform.
3. If you terminate the order after the award or fail to accept the vehicle, the award price, the auction fees, our remuneration and the third-party costs incurred and evidenced up to that point remain payable. We are entitled, after notice and the expiry of a reasonable period, to realise the vehicle on the best terms available and to credit the proceeds less the costs of realisation. Any further loss remains recoverable; you remain free to prove a lesser loss.
4. We may terminate the order in text form for good cause, in particular in the event of payment default exceeding ten days, incorrect information as to identity, end user or country of delivery, an infringement of § 10, or the opening of insolvency proceedings against you.
5. The right of withdrawal of consumers is unaffected by this section and is governed exclusively by § 18.

§ 16 Data protection

1. We process your data for the performance of the order on the basis of Article 6(1)(b) GDPR, for compliance with statutory obligations under commercial, tax, money laundering and customs law on the basis of point (c), and to protect legitimate interests on the basis of point (f).

2. For the purpose of performance we transfer data, to the extent necessary, to auction platforms, carriers, customs agents, authorities, banks, insurers and our tax and legal advisers.
3. Details, retention periods and your rights are set out in our privacy policy.
4. We process message histories from messenger services for the handling of the order, the preservation of evidence and the improvement of our advice. Where we employ automated analysis for that purpose, this is done exclusively on content from which personal data has been removed.

§ 17 Final provisions

1. The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the case of consumers resident in another state, the mandatory consumer protection provisions of that state remain unaffected pursuant to Article 6(2) of Regulation (EC) No 593/2008.
2. The place of performance for all obligations is Koblenz.
3. Should any provision of these Terms be or become invalid, the validity of the remaining provisions is unaffected. The statutory rule takes the place of the invalid provision.
4. We reserve the right to amend these Terms. For an order already placed, the version in force at the time of order confirmation in text form applies.
5. Pursuant to § 36 of the German Act on Alternative Dispute Resolution in Consumer Matters we state that we are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.

Part B — Additional provisions for consumers

This part applies only if you are a consumer within the meaning of § 13 BGB. It takes precedence over the provisions of Part A.

§ 18 Right of withdrawal and its early expiry

1. As a consumer you have a right to withdraw within fourteen days from a contract concluded at a distance or off premises. The details, the calculation of the period and the model withdrawal form are set out in our withdrawal notice, which forms part of these Terms.
2. The right of withdrawal expires early where we have fully performed the service and you expressly requested, before performance began, that we begin before the end of the withdrawal period, and you confirmed your awareness that you lose your right of withdrawal upon our complete performance of the contract (§ 356(4) BGB).
3. Because a bid placed at an auction is immediately binding vis-à-vis the platform and cannot be withdrawn, we ask you for this declaration before we bid for you. Without your declaration we begin performance only after the withdrawal period has expired; in that case the vehicle you want may already have been sold.
4. If you withdraw after having requested performance to begin but before the service has been fully performed, you owe us compensation for the value of the services rendered up to withdrawal in proportion to the total scope (§ 357(8) BGB). We itemise the services rendered with supporting documents.
5. The right of withdrawal extends to our service. Where a vehicle has already been handed over to you, the unwinding of the transaction and the rights against the consignor are governed by the contract of sale for the vehicle.

§ 19 Precedence of mandatory consumer law

1. No provision of these Terms restricts rights to which you are entitled under mandatory consumer law. In particular, the following do not apply towards consumers: the shortening of the limitation period under § 14(1), the priority rule under § 7(4), the jurisdiction clause and the arbitration clause under § 23, and the restrictions on set-off insofar as they concern counterclaims arising from the same contractual relationship.
2. If you are resident in another Member State of the European Union, or in a state whose consumer law is applicable pursuant to Article 6 of Regulation (EC) No 593/2008, the mandatory protective provisions of your

state of residence apply in addition and take precedence over any diverging provisions of these Terms. You may sue us in the courts of your place of residence and may be sued only there (Articles 17 to 19 of Regulation (EU) No 1215/2012).

3. Where a provision of these Terms is invalid towards consumers, it is deemed not to have been written; the statutory rule takes its place.

Part C — Additional provisions for entrepreneurs

This part applies only if you are an entrepreneur within the meaning of § 14 BGB, a legal person under public law or a special fund under public law. It takes precedence over the provisions of Part A.

§ 20 Warranty, duty to examine and to give notice of defects

1. No claims against us arise on the ground of defects of the vehicle. Any warranty for the quality, freedom from defects, mileage, accident-free history, completeness, value and usability of the vehicle is excluded. § 12(2) remains unaffected.
2. You are obliged to examine the vehicle and the documents immediately upon acceptance and to give notice of apparent defects without delay, and of hidden defects without delay upon their discovery, in text form (§ 377 HGB). If notice is not given, the vehicle is deemed approved.
3. For our service the limitation period is one year from acceptance or, where no acceptance takes place, from termination of the order. § 14(2) remains unaffected.
4. No right of recourse under § 445a BGB exists against us, as we are not the seller. To the extent that claims of your own customers arise against you from a resale, you bear those claims alone; § 7 confers on you the claims against consignor and platform.

§ 21 Limitation of liability

1. Our liability for simple negligence is limited, per event of damage, to the amount of our remuneration for the order concerned, but not exceeding EUR 25,000, and in aggregate per calendar year to EUR 50,000. § 12(2) remains unaffected.
2. Liability for lost profit, business interruption, financial and consequential loss and third-party claims is excluded in the case of simple negligence.
3. You indemnify us against third-party claims based on your having given incorrect information as to the country of delivery, the end user or the intended use, on your having infringed § 10, or on your having resold the vehicle with assurances of characteristics which were not the subject of the auction condition report.

§ 22 Set-off, retention, assignment

1. You may exercise a right of retention only in respect of counterclaims arising from the same contractual relationship.
2. Assignment of your claims against us to third parties is permitted only with our consent in text form; § 354a HGB remains unaffected.
3. We are entitled to assign our claims against you and to engage third parties for the performance of the order.

§ 23 Applicable law, jurisdiction, arbitration agreement

1. German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of the conflict-of-laws rules of private international law.
2. The exclusive place of jurisdiction for all disputes arising from and in connection with the order is Koblenz. We remain entitled to sue at your general place of jurisdiction.
3. For clients established outside the European Union the following applies in addition: all disputes shall be finally decided by a sole arbitrator under the Arbitration Rules of the German Arbitration Institute (DIS). The place of

arbitration is Frankfurt am Main and the language of the proceedings is German. Recourse to the state courts is excluded in that respect.

These Terms are tailored to a purchase-on-commission business model. Their protective effect depends on the actual handling matching them: vehicle price and remuneration are itemised separately, the vehicle is not taken into our own stock and is not offered as our own vehicle at a fixed price. Where practice deviates from this, a court may recharacterise the contract as a contract of sale with us as seller (§ 476(1) sentence 2 BGB); the consumer sales warranty rules would then apply in full.