M·CARS LOGISTICS

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

Service agreement No. _____ / 2026

vehicle procurement at auction on commission

Form, version of 10 November 2026 · Translation for information. The German version governs; as a consumer you may rely on the version in your own language.

> Please complete, print, sign and return a scan or photograph. Text form is sufficient (§ 126b BGB); a qualified electronic signature is not required.

§ 1 Parties

Contractor: Litvin Volodymir, Züchnerstraße 4, 56070 Koblenz, Deutschland

VAT ID (USt-IdNr.): DE455170218

and

Client (surname, first name): _____

Address: _____

Country: _____ Telephone: _____

E-mail: _____

The client acts as: □ consumer (§ 13 BGB) □ entrepreneur (§ 14 BGB)

§ 2 Subject of the order

1. The contractor searches closed auction platforms for a vehicle meeting the criteria below, places bids for the client and handles an award. What is owed is careful performance, not the acquisition of any particular vehicle.
2. Vehicle or search criteria: _____
3. Maximum bid (net, excluding fees): _____ EUR
4. Country of delivery: _____
5. The order is not limited to a single auction. The contractor takes part in further auctions until a suitable vehicle is acquired or the client terminates the order.

§ 3 Remuneration and advance

1. The contractor's remuneration is 595 € including value added tax per order. It falls due before the first bid and is not refunded if no award is made, because the work has been performed in any event.
2. An advance of 1.000 € is payable before the first bid; where the expected vehicle price exceeds EUR 10,000, the advance is ten per cent of that price. The advance is credited against the purchase price and is refundable.
3. Not included in the remuneration and payable by the client in addition: the hammer price, auction platform fees, storage charges, documents and export plates, transport, and import duties on delivery outside the EU.
4. The contractor earns no margin on the vehicle price and no share of third-party fees. Third-party costs are itemised separately and evidenced.

§ 4 Procedure

1. After payment of the remuneration and the advance, the contractor bids up to the agreed maximum.

2. After the award the contractor issues an invoice for the actual hammer price plus the platform fees, less the advance already paid. The invoice states the vehicle identification number.
3. Payments are made exclusively to the account stated in the invoice, quoting its number.
4. Delivery is agreed separately and, unless agreed otherwise, is paid to the driver on arrival.

§ 5 Duties of the client

1. The client examines the condition report and photographic material provided before the bid on their own responsibility and confirms the maximum bid in text form.
2. The client states the country of delivery and intended use correctly and cooperates with identification and import formalities.
3. The client accepts the vehicle without delay and records any apparent deviation from the condition report in the handover protocol.

§ 6 Role of the contractor and liability

1. The contractor is not the seller of the vehicle. It acts as broker in the client's name or as purchasing commission agent in its own name for the client's account (§§ 383 et seq. HGB).
2. No technical inspection of the vehicle by the contractor takes place; access to the auctions is barred to third parties. The agreed quality is solely the auction's condition report.
3. Claims against the consignor and the platform are assigned to the client. The scope and limits of that assignment and the contractor's liability are governed by § 7 and § 12 of the attached Terms of Service.

§ 7 Consumer right of withdrawal

1. If the client is a consumer, a fourteen-day right of withdrawal applies. The withdrawal notice with the model withdrawal form is attached to this agreement.
2. □ I expressly request that the contractor begin performance before the withdrawal period expires. I am aware that I lose my right of withdrawal upon complete performance of the contract (§ 356(4) BGB).
3. Without this declaration, performance begins only after the fourteen days have elapsed. The vehicle sought may be auctioned in that time.

§ 8 Incorporation of the Terms of Service

1. The contractor's Terms of Service in the version of 9 November 2026 form part of this agreement. They were handed to the client before conclusion and may be retrieved at any time at http://localhost:8090/agb/.
2. Where this agreement and the Terms of Service conflict, the provisions of this agreement prevail.

§ 9 Final provisions

1. Amendments and supplements require text form. There are no oral side agreements.
2. German law applies. For consumers resident in another state, the mandatory protective provisions of that state remain unaffected (Art. 6(2) Rome I).
3. If a provision is invalid, the remainder of the agreement stays in force; the statutory rule takes the place of the invalid provision.

Order and signatures

Consumers: by signing you expressly request that we begin performance before the withdrawal period expires, and you confirm your awareness that you lose your right of withdrawal upon complete performance of the contract (§ 356(4) BGB). Without this declaration we begin only after fourteen days.

Place, date	Signature of client	Signature of contractor