

ManEx Platform Terms and Conditions**1 General**

- 1.1 These Platform Terms and Conditions (the "**ManEx T&Cs**") govern the legal relationship between the user (the "**User**") and Cox Automotive Remarketing GmbH, Bubenheimer Bann 11, 56070 Koblenz, Germany ("**ManEx**").
- 1.2 ManEx's offer is limited to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) domiciled in a member state of the European Union who are (i) commercial vehicle dealers, (ii) vehicle leasing companies or fleet managers or (iii) otherwise engaged in the commercial purchase and/or sale of used vehicles.
- 1.3 Unless otherwise agreed in writing, these ManEx T&Cs govern the legal relationship between the User and ManEx. Deviating, conflicting or supplementary general terms and conditions of the User shall not apply, even if ManEx has not explicitly rejected such general terms and conditions. This shall also apply where the User's communication includes or refers to the general terms and conditions of the User.
- 1.4 ManEx operates a business-to-business online marketplace for the trading of used vehicles and for ancillary services (the "**ManEx Platform**").

2 Registration for the ManEx Platform

- 2.1 Only Users who have concluded a usage contract incorporating these ManEx T&Cs are entitled to use the ManEx Platform. Users may apply to enter into such a usage contract and admission to the ManEx Platform by submitting an online registration on the ManEx website. Any information and supporting documents submitted by the User as part of the registration process must be correct, complete and not misleading. ManEx reserves the right to reject registration requests without giving reasons. ManEx may request additional documentation to review the User's application.
- 2.2 Upon review of the User's application, ManEx will either accept or reject the application. Upon acceptance, ManEx will issue the requisite credentials for access to the ManEx Platform. The access credentials with full administration rights will be personally allocated to the contact person named by the User. If the named contact person is changed, the User shall request new access credentials. Access credentials issued by ManEx will enable the contact person to setup additional users and to specify the relevant rights of such additional users. Use of the access credentials by more than one person is not permitted. The User shall not permit third parties to access or use the ManEx Platform. Access credentials must be held securely and protected from loss and unauthorised access. The User shall notify ManEx without undue delay in case the access credentials may have been compromised by third parties.
- 2.3 Prior to the conclusion of a usage contract, ManEx may grant the User provisional access to the ManEx Platform. The provisional access is limited to a read-only authorisation. In particular, the User is not entitled to start or participate in auctions using the provisional access. ManEx is entitled to impose further restrictions on provisional access or to terminate provisional access at any time. In all other respects, these ManEx T&Cs apply accordingly to provisional access. Provisional access ends at the latest with ManEx's decision on the User's application.
- 2.4 The User is responsible for every access to and use of the ManEx Platform using access credentials issued to persons named by the User or set up by the User's contact person.

3 Operation of the ManEx Platform

- 3.1 ManEx operates the ManEx Platform on an as-is basis and subject to actual technical availability. The User acknowledges that failures and malfunctions may occur in the operation of the ManEx Platform, during which access to the ManEx Platform is temporarily impeded or excluded. ManEx shall endeavour to keep the ManEx Platform available at all times outside necessary maintenance windows.
- 3.2 In the event of abusive or unlawful use of the ManEx Platform, a violation of third party rights or a violation these ManEx T&Cs, ManEx is entitled to suspend the User's ManEx account, to restrict the User's use of the ManEx Platform and, subject to the relevant preconditions, to terminate the usage contract for cause

without notice. ManEx may also suspend the User's ManEx account or restrict the User's use of the ManEx Platform where ManEx reasonably suspects abusive or unlawful use of the ManEx Platform, a violation of third party rights or a violation of these ManEx T&Cs. Further rights of ManEx remain unaffected.

4 User Responsibilities

- 4.1 The User undertakes to refrain from all actions which endanger or disrupt the functioning of the ManEx Platform and not to access data which it is not authorised to access. Furthermore, the User must ensure that the information and data transmitted via the ManEx Platform are not infected with viruses, worms, Trojan horses or other malware. The User agrees to compensate ManEx for all damages resulting from the non-observance of these obligations and furthermore to indemnify ManEx from all claims of third parties, which such third parties assert against ManEx due to the User's non-observance of these obligations. This includes any necessary costs for legal defence along with any court fees and reasonable attorney fees.
- 4.2 The User is responsible for the technical prerequisites for the use of the ManEx Platform.
- 4.3 Furthermore, the User is obliged to:
 - 4.3.1 comply with the current industry standards relating to security measures in its area of responsibility, in particular to prevent unauthorised access by third parties to the ManEx Platform;
 - 4.3.2 notify ManEx without undue delay of any technical changes occurring in its area if they are likely to impair the provision of services or the security of the ManEx Platform;
 - 4.3.3 cooperate in the clarification of attacks by third parties on the ManEx Platform, insofar as this cooperation by the User is required;
 - 4.3.4 transact business on the ManEx Platform exclusively within the scope of commercial business operations for commercial purposes; and
 - 4.3.5 keep its data stored in the User account up to date at all times.
- 4.4 Except to the extent that ManEx explicitly permits the use of an application programming interface (API) or any other automatic function, any access to and use of the ManEx Platform shall be manually by individuals acting on behalf of the User. Any type of automatic access or use through screen reader programs or similar techniques is explicitly prohibited.
- 4.5 In addition to the cooperation expressly agreed upon in these ManEx T&Cs, the User shall provide all necessary and reasonable cooperation required by ManEx in relation to these ManEx T&Cs.

5 Conclusion of Sales Contracts using the ManEx Platform

- 5.1 The ManEx Platform enables registered Users (hereinafter each a "**Selling User**") to offer used vehicles for sale in an auction. The listing of a vehicle in an auction does not constitute a binding offer by the Selling User. During the auction period, registered Users (hereinafter each a "**Bidder**" or "**Buying User**") can submit bids to purchase the offered vehicle. Bids submitted by a Buying User during an auction are binding offers to the Selling User. A bid expires if another Bidder submits a higher bid during the auction period. If no higher bid is submitted, the bid remains valid and binding for seven days following the end of the auction ("**commitment period**").
- 5.2 Auction listings
 - 5.2.1 The Selling User is responsible for the content of the auction listing and shall ensure that the content of the listing is accurate, complete and not misleading. When submitting a vehicle for an auction, the Selling User shall submit all information required for the listing.
 - 5.2.2 When using ManEx's services to prepare the auction listing, the Selling User shall be responsible for the information provided to ManEx and shall ensure that such information is accurate, complete and not misleading.

- 5.2.3 Auction listings may be supplemented by ManEx using data retrieved from third party databases, e.g. vehicle data based on the VIN ("**third party data**"). Third party data is displayed for the convenience of Bidders only and does not form part of the auction listing of the Selling User. Neither the Selling User nor ManEx make any representation or warranty regarding the accuracy, completeness or currency of third party data. Third party data will be clearly marked as such in the auction listing.
- 5.2.4 The ManEx Platform enables the Selling User to select from a range of auction types and to specify the relevant auction terms when offering a vehicle.
- 5.2.5 The Selling User may define a minimum price for the vehicle. If the minimum price is reached in the auction, a binding contract is automatically concluded with the highest Bidder at the end of the auction period. If the minimum price is not reached or no minimum price was defined, the highest bid remains valid and binding during the commitment period. During the commitment period, the Selling User may either accept or reject the highest bid. If the Selling User accepts the highest bid, a binding contract is concluded with the highest Bidder. If the Selling User fails to make such an acceptance affirmation during the commitment period, the highest bid is deemed rejected.
- 5.2.6 If the minimum price is not reached or no minimum price was defined and the Selling User does not want to accept the highest bid, it may submit the vehicle to a renegotiation procedure during the commitment period. During renegotiation, the two highest Bidders (from the earlier auction) are offered exclusivity for 24 hours to buy the vehicle at a binding buy-it-now price fixed by the Selling User. As soon as one of the two highest Bidders accepts the offer, a binding contract is concluded, and the offer expires for the other Bidder. If neither of the two highest Bidders accepts the offer at the buy-it-now price within 24 hours, the vehicle automatically goes into renegotiation for all Bidders and all Bidders can accept the buy-it-now price fixed by the Selling User for a pre-defined period. Upon acceptance by one Bidder, a binding contract is concluded with that Bidder and the offer expires for all other Bidders.
- 5.2.7 The Selling User may also define the auction as a blind auction. In a blind auction the Bidder has the opportunity to submit a defined limited number of bids on a vehicle. The Bidder sees only its own bid and not the bids of the other Bidders. If the Bidder has been outbid by another Bidder, it will receive a corresponding message via the ManEx Platform. A legally binding contract is concluded with the highest Bidder at the end of the auction period if the minimum price is reached or if the Selling User accepts the highest bid during the commitment period.
- 5.2.8 If the Selling User offers the vehicle in a buy-it-now auction, the publication of the auction listing constitutes a binding offer to sell the vehicle. Every registered User can accept the offer and conclude a binding contract for the vehicle at the buy-it-now price. Upon acceptance the offer expires for all other Bidders. Bidders also have the option of submitting a one-off counter-offer to the Selling User. If the vehicle had previously been offered in an auction, the counter-offer cannot be lower than the highest bid reached in the auction.
- 5.2.9 ManEx may discontinue or change the existing auction types and/or auction terms in future and may offer additional auction types and/or auction terms. The auction type and relevant auction terms applicable to a given auction are displayed as part of the auction listing.
- 5.3 The Selling User shall refrain from any attempt to manipulate the ManEx Platform and the auction process. In particular, the Selling User shall not attempt to bid on its own vehicles or have others bid on its behalf.
- 5.4 An automatic bidding agent is available to every Bidder, which can be used to place automated bids in specified bid increments up to the maximum bid entered. The bid increment is pre-set by the auction and is the amount by which a bid must be increased. The bidding agent ends automatically if another Bidder sets a higher bid on the specific vehicle. If the Bidder wants to increase its bid, the Bidder can place another bid with the automatic bidding agent.
- 5.5 Unless explicitly noted in an auction listing, ManEx does not itself offer vehicles for sale and will not become a party to the sales contract. In specific cases ManEx may also act as the Selling User for vehicles. When ManEx acts as Selling User it may do so on its own account or as a commission agent for the account of a

third party. Offers by ManEx will be clearly marked as such on the ManEx Platform. ManEx will also clearly indicate in the auction listing when it acts for the account of a third party.

- 5.6 ManEx cooperates with various sales channels. Accordingly, vehicles traded on the ManEx Platform may also be available through alternative channels or on other platforms.

6 Contractual Terms for Sales Contracts

- 6.1 Any sales contract concluded via the ManEx Platform shall be based on these ManEx T&Cs and, in particular, shall incorporate the contractual terms pursuant to this clause 6.
- 6.2 Unless expressly stated otherwise in the auction listing, all sales via the ManEx Platform exclude any warranty for quality defects (*Ausschluss der Sachmangelgewährleistung*).
- 6.3 The Buying User shall pay the purchase price and collect the vehicle within seven days of the conclusion of the contract. Unless otherwise noted in an auction listing the purchase price shall be paid by bank transfer and in Euro. Receipt of the purchase price by the Selling User is a precondition for collection of the vehicle.
- 6.4 Without prejudice to any inspection and notification requirements under applicable law, the Buying User shall, as part of its vehicle collection, duly inspect the vehicle. The inspection shall comprise an internal and external visual assessment of the vehicle and a verification of the included accessories and documentation. Any identified discrepancies shall be notified to the Selling User in text form without undue delay. Material functions shall be tested by the Buying User during the first ten kilometres of driving. Any malfunctions or discrepancies identified during the first ten kilometres of driving shall be notified to the Selling User in text form without undue delay. In case the Buying User fails to comply with these requirements, the vehicle shall be deemed to conform to the contractual requirements with respect to matters typically identified as part of the hand-over inspection and a test drive and any claims of the Buying User on such basis shall be excluded. This shall not apply in case of intentional or fraudulent acts of the Selling User.
- 6.5 The Selling User may specify details of the document handling as part of the auction listing. The Selling User may also specify requirements for vehicle collection as part of the auction listing.

7 Optional Application of the ManEx Plus Model

- 7.1 As an alternative to a direct sale on the ManEx Platform in its own name (brokerage model), a Selling User may also agree with ManEx to sell vehicles through the Plus model. In the Plus model, the Selling User does not itself act as the seller on the ManEx Platform. Instead, ManEx acts as an intermediary, purchasing the vehicle from the Selling User and selling the vehicle to the Buying User. If the Selling User and ManEx agree to use the Plus model, all future sales by the Selling User shall be made in the Plus model and the relationship between the Selling User and ManEx as purchaser of the vehicle shall be further governed by this clause 7.
- 7.2 When submitting a vehicle for an auction in the Plus model, the Selling User provides details of the vehicle to ManEx, selects the auction type and specifies the relevant auction terms. Clauses 4 and 5 apply accordingly. ManEx will then create the vehicle listing on the ManEx Platform and will offer to sell the vehicle in its own name and for the Selling User's account. Clauses 4, 5 and 6 apply to such sales by ManEx.
- 7.3 The following conditions apply to the Plus model:
- 7.3.1 Only vehicles located in Germany may be offered in the Plus model.
- 7.3.2 Vehicles offered in the Plus model shall not be offered by the Selling User for sale through alternative channels before a second auction on the ManEx Platform has been unsuccessful in achieving a sale of the vehicle. This shall not apply to local sales on the premises of the Selling User, provided that the Selling User shall notify ManEx of a sale without undue delay. No sale shall be permitted during an auction.
- 7.3.3 Upon conclusion of a sales contract between ManEx (as seller) and the successful Bidder in accordance with clauses 5 and 6, a separate sales contract is automatically concluded between the Selling User and ManEx (as buyer) on equivalent terms. To the extent the sales contract sets a notification period, deadline or similar requirement, ManEx shall be deemed to have met such requirement towards the Selling User if

the Buying User has met the respective requirement towards ManEx and ManEx notified the Selling User accordingly.

- 7.4 In the event an auction does not result in a successful sale of the vehicle, ManEx may agree with the Selling User to offer the vehicle for sale on the ManEx Platform in a second, subsequent auction.
- 7.5 ManEx shall pay the purchase price for the vehicle to the Selling User within two working days, i.e. days when banks are open for business in Koblenz, after receipt of the purchase price from the Buying User and following receipt of the corresponding invoice from the Selling User. The payment of the purchase price of the vehicle is made less the applicable remuneration of ManEx (clause 10). ManEx will issue an invoice for the applicable remuneration to the Selling User. In case ManEx does not receive the purchase price from the Buying User, ManEx may rescind the sales contract with the Selling User concurrently with the rescission of the sales contract with the Buying User.

8 Ancillary services

- 8.1 ManEx may offer ancillary services to Selling Users and Buying Users on the ManEx Platform. In relation to such ancillary services, ManEx will become the contracting party only where no other service provider is specified in the offer for the relevant service contract.
- 8.2 Ancillary services will be subject to the terms and condition notified in the offer for the ancillary services. For ancillary services offered by ManEx, these ManEx T&Cs shall apply in addition.

9 Amendments to the ManEx T&Cs and Development of the ManEx Platform

- 9.1 ManEx may propose an amendment to these ManEx T&Cs or the applicable remuneration to the User at any time. Amendments will be notified to the User no later than one month before the proposed effective date of the amendment. If the User does not object to such amendments within one month after receipt of the notification, the amendments shall be deemed agreed. When notifying amendments, ManEx will expressly inform the User of the right to object and the legal consequences of non-objection.
- 9.2 ManEx is entitled, but not obliged, to further develop and amend the features and functionalities of the ManEx Platform in the future, provided that the basic features and functionalities existing at the time of the conclusion of the usage contract remain in place. ManEx will reasonably inform the User about material changes in advance. If a change of the ManEx Platform affects essential interests of the User in such a detrimental way that continued adherence to the usage contract would result in an undue burden for the User, the User is entitled to terminate the usage contract within one month of the notification without a notice period.

10 Remuneration

- 10.1 The remuneration to be paid by the User to ManEx is set out in the pricing table, the current version of which is available at the ManEx website.
- 10.2 ManEx reserves the right to charge a registration fee from specific Users or groups of Users. The registration fee covers the effort of ManEx to review the registration documents. The registration fee is non-refundable. This also applies where the registration is rejected by ManEx or the User withdraws it.
- 10.3 The remuneration is due and payable within 14 days after the use of the services of ManEx and the issuing of an invoice by ManEx. The invoice will be sent by email. Payment of the remuneration may be effected by bank transfer or SEPA direct debit and in Euro.
- 10.4 All prices are subject to the applicable statutory value-added tax.

11 Warranty

- 11.1 ManEx warrants that the ManEx Platform meets the contractual requirements and that its use by the User in accordance with these ManEx T&Cs does not infringe any rights of third parties. The application of Section 536a para. 1 alt. 1 German Civil Code is excluded.

- 11.2 ManEx will remedy defects of the ManEx Platform within a reasonable time period at its own option either through the deployment of a new software version or through a reasonable work-around. If the remediation of the defect fails a second time, the User shall be entitled to terminate the usage contract when a continued adherence would result in an undue burden for the User.
- 11.3 In case of defects of title, ManEx will, at its own discretion, either (i) procure the right for the User to use the ManEx Platform in line with these ManEx T&Cs, (ii) replace or amend the ManEx Platform in such a way that the defect of title is rectified but the requirements of these ManEx T&Cs are still fulfilled, or (iii) terminate the usage contract.
- 11.4 Any claims for damages on the part of the User are limited in accordance with clause 12. Other claims for defects by the User are excluded.

12 Liability

- 12.1 ManEx shall be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. In the case of simple negligence, ManEx shall be liable only:
- 12.1.1 for damages resulting from injury to life, body or health, and
- 12.1.2 for damages resulting from the breach of an essential contractual obligation (i.e. an obligation, the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, the liability of ManEx is limited to the compensation of the foreseeable, typically occurring damage. In no case, however, will ManEx's liability exceed the maximum amount of EUR 500 per transaction executed via the ManEx Platform. In case the Selling User instructs ManEx to procure an external expert for vehicle appraisal, ManEx's liability for errors in the vehicle appraisal shall be limited to the amount charged by ManEx for such appraisal. In the event that ManEx itself acts as seller of a vehicle, the liability of ManEx is limited to the amount of the purchase price payable for the vehicle.
- 12.2 The limitations of liability resulting from clause 12.1 shall also apply in favour of persons whose fault ManEx is responsible for according to statutory provisions. The limitations of clause 12.1 do not apply to claims under the Product Liability Act.

13 Intellectual Property

- 13.1 The website or parts of the website of the ManEx Platform, including (but not limited to) its text, content, software, graphics, photos, illustrations, artistic designs, names, logos, trademarks, and other material and contents may be protected by copyright law, ancillary copyright law, trademark law, and/or other similar intellectual property rights for the benefit of ManEx or its licensors.
- 13.2 The User does not receive any rights or licences in intellectual property rights except as is absolutely necessary for the intended use of the ManEx Platform. The User is not permitted to use the ManEx Platform and its content for purposes other than their contractually permitted use. In particular, it is prohibited to copy, amend, transfer, reproduce, decompile, reverse engineer or analyse the ManEx Platform or its parts, or to allow it to be used by or for third parties, unless this is expressly permitted by mandatory statutory provisions or by these ManEx T&Cs.
- 13.3 Parts of the ManEx Platform may be covered by open source licences. To the extent necessary for compliance with these licences, the relevant applicable licence terms can be found on the website of the ManEx Platform. By accepting these ManEx T&Cs, the User agrees to these open source licence terms.

14 User Content and Third Party Rights

- 14.1 The User may use data, information and other content, in particular logos, texts, or photos, for its auction listings only to the extent it has the necessary rights and/or consents of the respective authorised persons for such use on the ManEx Platform. Where the User does not include any identification of the originator in the content itself, it must ensure that the author has waived such origination credit. By transferring data, information or other content to the ManEx Platform, the User grants ManEx a simple, global, perpetual and irrevocable right of use to the posted data, information and other content for the operation of the ManEx

Platform and related marketing purposes. ManEx accepts this by issuing the success message when the upload is completed. Insofar as the User integrates expert opinions into its auction listings, it warrants that no rights of third parties are infringed by the reproduction and making available to the public of these and that it has sufficient rights of use.

- 14.2 ManEx does not adopt the User or third-party content as its own under any circumstances. ManEx is not obliged to check the use of the ManEx Platform by the User for possible legal violations. However, ManEx is entitled to refuse the processing of data and information or to block or delete data and information if ManEx has knowledge of (or if there is a reasonable assumption that there is) a violation of the provisions of these ManEx T&Cs, third party rights or any violation of applicable law or if third parties assert a violation of their rights. Further rights of ManEx remain unaffected.
- 14.3 The User shall indemnify ManEx against any claims that other Users or other third parties assert against ManEx based on a violation of their rights by auction listings made or data, information or other content provided by the User or any other use of the ManEx Platform by the User. This includes any necessary costs for legal defence along with any court fees and reasonable attorney fees. This does not apply to violations of law for which the User is not responsible. In case of any third party claim, the User is obliged to immediately provide ManEx with the complete and true information required for the review of and defence against the claims.
- 14.4 Insofar as the ManEx Platform offers the possibility of forwarding the user to databases, websites, services, etc. of third parties, e.g. by setting links or hyperlinks, ManEx shall not be liable for the accessibility, existence or security of these databases or services, nor for their content. In particular, ManEx is not liable for their legality, correctness of content, completeness, currency, etc.

15 Subcontractors

In operating the ManEx Platform and performing its obligations under these ManEx T&Cs, ManEx is entitled to use service providers, suppliers and other third parties ("**Subcontractors**") at its own discretion. Subcontractors shall be carefully selected prior to their deployment and shall be subject to periodic reviews by ManEx. ManEx is entitled to substitute or appoint new Subcontractors at any time without notifying the User.

16 Termination

- 16.1 Subject to any individually agreed minimum term or termination periods, both the User as well as ManEx may each terminate the usage contract with 14 days' notice to the end of the month. Any rights of suspension remain unaffected. A User terminated or suspended by ManEx is not allowed to register again or use other user accounts.
- 16.2 The right of termination for good cause remains unaffected. For ManEx good cause shall exist, in particular, when:
- 16.2.1 the User has committed a breach of a material obligation under these ManEx T&Cs and – if such breach can be remedied – has failed to remedy such breach within a period of two weeks after receipt of written notice of such breach;
- 16.2.2 the User is in default with payment of all or part of the remuneration due and has failed to remedy such default within a period of two weeks after receipt of a written reminder;
- 16.2.3 an application for the commencement of insolvency proceedings over the assets of the User is filed and insolvency proceedings are commenced by a court or the application is dismissed for lack of sufficient funds; in the foregoing cases the User shall notify ManEx without undue delay; or
- 16.2.4 a reason to commence insolvency proceedings in terms of Sections 17 to 19 of the German Insolvency Act (InsO) exists with respect to the User; in this case the User shall notify ManEx without undue delay.
- 16.3 The termination notice must be issued in text form.

- 16.4 In the event of termination, ManEx will block the User's account as of the effective date of termination. It is no longer possible for the User to use the ManEx Platform as of that time. The User shall download any of its data stored in its account before the effective date of termination. Subject to any retention obligations, ManEx is entitled to delete all data of the User immediately after the effective date of termination.

17 Other Provisions

- 17.1 Without the written consent of ManEx, claims from the usage contract may not be assigned to third parties, neither in whole nor in part. The User's set-off rights shall be limited to counterclaims that have been established by a binding judgment or are undisputed.
- 17.2 These ManEx T&Cs and any contract concluded by ManEx in accordance with these ManEx T&Cs shall be governed by the laws of the Federal Republic of Germany excluding any conflicts of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). The agreed place of jurisdiction is Koblenz, Germany. ManEx is, however, also entitled in all cases to bring an action at the general place of jurisdiction of the User. Mandatory statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
- 17.3 These ManEx T&Cs are made in the German language. Any translation is for information only. In the event of conflict, the German language version shall prevail.
- 17.4 Should any provision of these ManEx T&Cs be or become invalid in whole or in part, or should a gap arise, the validity of the remaining provisions shall not be affected thereby. In place of the invalid provision or to fill the gap, the valid and enforceable provision that comes closest to what the parties legally and economically intended shall be deemed agreed with retroactive effect.
