



## **General Terms and Conditions § 1**

### **Preface, Scope of Applicability**

1. Our terms and conditions apply exclusively. Contradictory or general terms and conditions of the ordered which deviate from these will not be recognized, unless Autohaus Braun GmbH has agreed to the general terms and conditions in this individual case in writing. These terms and conditions also apply if the orderer accepts orders or fulfills these while aware of the orderer's terms and conditions which are contradictory or deviate from these terms and conditions.
2. These terms and conditions also apply for all future orders up until the coming into effect of new terms and conditions.

### **§ 2 Conclusion of Contract**

1. The order by the customer is a binding offer for the conclusion of a sales contract concerning the ordered vehicle. All offers by the Autohaus Braun GmbH are subject to change. A contract is concluded, if the Autohaus Braun GmbH confirm the acceptance of the order after inspection of the more detailed description of the object being purchased or no later than the completion of the delivery. The Autohaus Braun GmbH is obligated to inform the customer immediately if they do not accept the order.
2. All agreements which are made between the Autohaus Braun GmbH and the customer require written form.
3. The company Autohaus Braun GmbH sells new motor vehicles or used motor vehicles as dealer. If the purchaser buys a motor vehicle or serves as agent in the acceptance of an EU-motor vehicle of the company Autohaus Braun GmbH, he authorized the company Autohaus Braun GmbH to receive the motor vehicle abroad.

### **§ 3 Prices and Payment**

1. Unless a regulation exists, which states otherwise, the prices apply at the location of the item purchased. Additional services and costs disbursed by the purchaser which are in accord with the contract are paid by the purchaser.
2. Purchase price and costs for additional services are to be paid by the purchaser in advance upon receipt of the invoice.
3. The purchaser can only charge against the claims of the Autohaus Braun GmbH if the counter charges of the purchaser are undisputed, or a legally binding title is present.
4. Payments must be made as follows:
  - a) Cash payments are only possible after prior agreement.
  - b) Bank transfers must be deposited no later than one day prior to the transfer of the motor vehicle to the account of the company Autohaus Braun GmbH.



#### **§ 4 Delivery and Service Time**

1. All delivery dates are non-binding, unless the company Autohaus Braun GmbH has expressly ensured a binding date.
2. The binding or non-binding delivery date will be adhered to by the company Autohaus Braun GmbH with the preparation of the purchased item at the agreed-upon place of delivery.

#### **§ 5 Material Defect**

1. Claims by the purchaser due material defects to expire in one year after the delivery of the purchased item to the purchaser.
2. En case of fraudulent concealment of defects or the acceptance of guaranties for the condition, additional claims remain unaffected.
3. The following applies for the carrying out of the rectification of defects: Claims for rectification of defects are to be made with the Autohaus Braun GmbH. If the purchased item becomes inoperable due to a material defect, the purchaser can, with the consent of the Autohaus Braun GmbH, go to the nearest authorized dealer at the location of the non-operational purchased item.

#### **§ 6 Compensation for Damages and Liability**

1. If the company Autohaus Braun has caused the customer damages, it is only liable so far as intention or gross negligence can be attributed to it and its managing employees or contractual employees. Furthermore the company Autohaus Braun is liable for negligence in the case of
  - a) Acceptance of guarantees,
  - b) Danger for significant object of legal protection
  - c) injury to life, limb, health
  - d) Violation of significant contractual obligations.
2. The liability of Autohaus Braun GmbH for indirect damages and consequential damages is excluded. These limitations of liability do not apply if the damages were caused intentionally or through gross negligence, as well as for injuries to life, limb, or health.

#### **§ 7 Force Majeure**

1. The delivery deadline of the company Autohaus Braun GmbH is extended appropriately in case of an incident of force majeure, in particular natural disasters, terror, unrest, and other impediments, for which the company Autohaus Braun GmbH is not responsible, such as accidents, explosions, default by its supplier, so far as such impediments impact the delivery deadline. The company Autohaus Braun will inform the customer immediately of the existence of the impediment, as well as of its end. If it comes to a lasting impediment due to the disruption, which cannot be overcome by appropriate measures, then the company Autohaus Braun is entitled to  
Withdraw. If these disruptions lead to a postponement of services for more than 4 months, the customer may withdraw from the contract. Additional legal rights for withdrawal remain unaffected.

