

Terms and Conditions for collaboration with utility vehicle vendors and interested parties

The following paragraphs lay out the general Terms and Conditions for the marketing of utility vehicles by TruckScout24.

§ 1 Scope

TruckScout24 provides a virtual marketplace for utility vehicles, bringing supply and demand together, via Internet. All commissions, be they inserting offers on TruckScout24 or processing sales requests, are accepted and undertaken based exclusively on the following conditions. These conditions are binding for all business with TruckScout24, i.e. posting advertisements or requesting information through TruckScout24, until such time as they are replaced with new conditions.

§ 2 Service provided by TruckScout24

- a. In addition to the services set out in each particular service contract, customers may access information from the TruckScout24 database free of charge and TruckScout24 will thereby ensure that the server has a high level of availability. This excludes periods in which servers are temporarily adversely affected by problems not under TruckScout24's influence (Acts of God, third party negligence etc.), maintenance or technical problems.
- b. The customer has the right to post information about other companies or their products and services on the web server, as long as their activities do not conflict with TruckScout24's interests. In particular, competitors of TruckScout24 may not be posted. TruckScout24 withholds the right to refuse customer posting techniques which may disproportionately overload the server.
- c. Upon request, TruckScout24 will provide an online area for the customer, with which the customer can save, change, add to or delete vehicles and information. To this end the customer will receive a password from TruckScout24 which he undertakes to keep secret.
- d. The customer will be offered the possibility of a personal internet domain under an address chosen by him. This internet address will be simultaneously included in the TruckScout24 database. The customer may create further internet addresses which when opened, start the site run by TruckScout24. If the customer has registered an internet domain in his own name, TruckScout24 will not pursue any rights to this address after the end of the contract. The domain remains registered in the customer's name as long as he is a paying TruckScout24 customer. If at the end of this period the customer has not arranged to take over the domain privately, TruckScout24 will declare it free for other customers.
- e. The customer is strongly recommended to always keep a safe and current copy of all data in a separate place from the server.

§ 3 Service provided by the customer

- a. The customer undertakes to pay TruckScout24 the current price specified in his specific service package contract. Should the customer exceed the scope of his service contract, then he is bound to pay the price for the scope currently in use, without the need for an extra contract. TruckScout24 invoices monthly for its services. All posts are payable on receipt of invoice. Delayed payment incurs default interest of 5% above the current base lending rate, or 8% above the current base lending rate for legal entities without consumers, provided TruckScout24 does not provide evidence of higher damages caused through late or non-payment.
- b. The customer undertakes that the information published online is put together to the best of his knowledge correctly and honestly and to regularly effect updates where relevant.
- c. With regard to the content of all published online offers, the customer agrees to abide by all lawful regulations, in particular with regard to copyright, competition, title and data protection. The customer agrees to keep TruckScout24 free of any third party claims, and moreover to reimburse TruckScout24 for any and all costs incurred, as a result of any non-compliance with the aforementioned regulations. The customer undertakes not to display any illegal content, in particular pornographic content or incendiary content against particular races. Infringement will cause a contractual fine of 5,000 Euro, independent of any further damages.
- d. All information, company logos, texts, programmes and pictures are subject to copyright. Unless otherwise specified they are the sole property of TruckScout24. Further use and adaptation in other media of all kinds is only permitted with previous written permission from TruckScout24. Where software or programmes are provided for the customer to fulfil the terms of his TruckScout24 contract, these may be solely used for that contract. The customer merely has the non-exclusive right to use the programme for the period of contract. The software or programmes, together with any backups, must be returned to TruckScout24 at the end of the contract, and furthermore completely and permanently deleted from the customer's own computers. Any transfer to third parties is strictly prohibited. Any and every infringement of this rule will result in a contractual fine of 5,000 Euro, notwithstanding any further damages.

§ 4 Length and termination of contract

- a. The contract is valid for an indefinite period of time. It can be terminated by either contract partner in written form per registered post with a notice period of two weeks before month end. If a minimum contract period is defined, the contract may be terminated with a

notice period of two weeks before the end of the agreed minimum contract period. If the contract is not terminated within this notice period, the contract will automatically be extended to an indefinite period of time and can be terminated as above with a notice period of two weeks before month end.

b. The right of extraordinary termination without notice remains. Extraordinary termination is justified in particular where the customer breaks the law, carries on with breaches of contract after a warning, or a change in legal or technical standards for the Internet which render it impossible for TruckScout24 to continue to provide all or part of their services.

§ 5 No guarantee of the accuracy of third party content

TruckScout24 brings passes on the information provided by its customers to interested third parties.

TruckScout24 cannot assume responsibility thereby for the accuracy of the information supplied to it.

TruckScout24 does not check the identity of its customers or other interested parties. Any claim based on inaccuracies within data passed on in this manner is invalid. This also applies to data transmission errors, as long as the error cannot be proven to have occurred knowingly and/or negligently.

§ 6 Further information and offers

TruckScout24 has the right, but is not obliged, to send customers and interested parties further information or additional offers relating to an intended or completed purchase, whether self produced or from third parties.

§ 7 Data security

All data which the customer passes on to TruckScout24 will be saved and used for the purposes named above and the customer explicitly agrees to this. TruckScout24 promises to abide by all relevant current data security laws thereby.

§ 8 Liability

TruckScout24 will not assume liability for cases of small negligence where these are not explicitly covered in the conditions above, as long as these do not affect major contractual obligations and so long as

life, health or body is not endangered. The same applies to breaches of duty by TruckScout24's auxiliary parties.

§ 9 Place of fulfillment and of jurisdiction

Place of fulfillment for all claims arising from this contract is Munich, Germany. Sole jurisdictional court for all disagreements is Munich, Germany. This contractual relationship is based on the German legal system.

§ 10 Severability clause

Should individual sections or phrases of this text partly or fully become invalid, then this fact has no influence on the legal validity of the remaining text. Contractual changes must be made in written form.