



# GENERAL TERMS AND CONDITIONS (GTC)

MVG Automobile  
Manuel Val García  
Platz der Republik 9  
41515 Grevenbroich  
Phone: +49 1749556553

**Hereinafter referred to as "MVG Automobile" or "Contractor".**

The general terms and conditions of the contractor apply, which can be viewed on our website or in the brokerage contract - the client expressly recognises these. The client confirms the accuracy of the personal/company details and vehicle data provided and hereby authorises MVG Automobile to provide the brokerage service.

## **§ 1 Scope of application**

The following terms and conditions are an integral part of all contracts between MVG Automobile, legally represented by the owner, Mr Manuel Val García, also referred to as the contractor or agent, and the interested party, customer or seller, also referred to as the client.

These apply to all offers and brokerage of used and new automobiles made via the company's Internet portal, the Internet platforms of affiliated partners, marketing campaigns or other contacts between customers and MVG Automobile. A customer is defined as someone who makes contact with MVG Automobile via the aforementioned channels.

The following terms and conditions shall apply exclusively to all transactions to be concluded with the client in the future as well as those already concluded.

Deviations from these terms and conditions shall only be effective if MVG Automobile recognises them and confirms them in writing.

## **§ 2 Subject matter of the contract / services**

The contractor is commissioned by the customer to broker a purchase contract between the customer and a dealer, a car dealership or a private individual.

The contractor brings customers and car dealers or sellers and buyers of a commercial and private nature together through advice, offers, advertising measures, via the Internet portal, via direct contact, or via affiliated partners, a co-operation, or via other contacts between customers and MVG Automobile. The choice of channels is the responsibility of the contractor.

The placement of the order or the conclusion of the contract for the use of the brokerage service of MVG Automobile shall come into effect with the signing of the brokerage contract by both parties or through the order confirmation by the contractor. The order shall be deemed to have been fulfilled upon transmission of the brokerage order by the contractor to the delivering provider (both dealer and car dealership or private individual).



MVG Automobile may make the conclusion of the contract dependent on the presentation of a written power of attorney.

## **2.1. Vehicle brokerage (sale of an existing vehicle on behalf of a customer)**

MVG Automobile is commissioned by the customer to provide advice or broker a sales contract with an interested party and/or co-operating business partner of MVG Automobile.

The customer undertakes to provide truthful and binding information on the condition of the existing vehicle.

As soon as the Contractor accepts the brokerage order in writing, the Customer shall transfer the right of pre-sale to the Contractor for four weeks from the start of the contract. During the agreed contract period, the customer is also not permitted to offer his vehicle on the Internet or in magazines. Should the customer nevertheless make use of the right of prior sale in the event of late cancellation, the contractor shall claim a flat-rate compensation for expenses - which is specified in the order signed by the customer - as well as any costs incurred.

The contractor acts as an intermediary between his customer and the interested parties and assumes all tasks that arise until the purchase contract is drawn up or until the vehicle is handed over. The vehicle purchase contract is concluded directly between the customer and the seller or dealer. MVG Automobile shall at no time become a party to the brokered / forwarded contracts.

## **2.2. Vehicle brokerage (search for a vehicle on behalf of a customer)**

The contractor offers its predominantly private and business customers the research and appraisal of vehicles for their private or commercial use.

For this purpose, the customer shall inform the contractor of the desired vehicle with equipment details, as well as the procurement budget available to him, using the online application form on the contractor's website ([www.mvg-automobile.de](http://www.mvg-automobile.de)).

The contractor will identify up to 5 desired vehicles that meet the search criteria specified by the customer and make them available online in advance. The contractor will then find out important detailed information such as accident-free condition, mileage, previous owners, etc. A joint decision is then made as to which of these vehicles will be viewed or viewed together.

The contractor acts as an intermediary between his customer and the interested parties and assumes all tasks that arise until the purchase contract is drawn up or until the vehicle is handed over. The vehicle purchase contract is concluded directly between the customer and the seller or dealer. At no time does the contractor become part of the brokered / forwarded contracts.

## **§ 3 Contract term / cancellation**

### **3.1 Vehicle brokerage (sale of the existing vehicle on behalf of the customer)**

The brokerage order shall be deemed to have been placed as soon as MVG Automobile has received the written or verbal order from the customer.

The contract term for an agency contract is four weeks and is extended by a further four weeks unless it is cancelled with 14 days' notice to the end of the contract. The agency contract may be cancelled by either party at any time and without stating reasons by giving 14 days' notice to the end of the contract. The cancellation must be in writing.



Placed brokerage orders end automatically upon fulfilment of the brokerage. The brokerage order is deemed to have been fulfilled by the signing of the purchase contract by an interested party, customer, car dealer or seller of a commercial or private nature. It is also deemed to have been fulfilled if the client has sold the vehicle independently.

MVG Automobile reserves the right to terminate the contract immediately for good cause and to cancel the contract without notice. Termination for good cause is given if the customer refuses to co-operate, intentionally provides false information about the vehicle to be brokered, or if there is an attempt at fraud, or if the customer advertises and/or sells the vehicle on the Internet or in magazines without authorisation during the contract awarded to MVG Automobile. In the event of cancellation without notice, the contractor shall demand the full lump sum of EUR 499.00. If necessary, further expenses may be invoiced.

### **3.2 Vehicle brokerage (search for a vehicle on behalf of a customer)**

Search orders placed are open-ended and end upon fulfilment of the booked services.

The brokerage mandate is deemed to have been fulfilled by the signing of the purchase contract by customers, car dealers or sellers of a commercial or private nature.

The brokerage contract shall also be deemed to have been fulfilled if the broker has submitted up to five brokerage proposals to the customer, but these have been rejected by the customer for insufficient reasons.

The brokerage contract can be cancelled at any time by either party without giving reasons, subject to a notice period of 14 days. Cancellation must be made in writing.

## **§ 4 Prices**

### **4.1 Vehicle brokerage (sale of the vehicle on behalf of the customer)**

The Contractor shall receive a lump sum of EUR 499.00 for this agency service. This fee is due immediately after successful mediation and invoicing and is payable in cash or by bank transfer.

If a used vehicle is sold that is located outside of the contractor's location, additional expenses may be charged, such as mileage flat rates, vehicle deregistration, cleaning costs, refuelling, etc. These will be discussed in advance with the client. These will be discussed in advance with the client and recorded in the contract. Other expenses that are incurred by third parties as part of the agency service, such as external vehicle preparation, collection of deregistered vehicles, etc., will also be discussed with the client before execution and charged separately after execution.

The Agent shall also be entitled to the agreed commission if a contract is concluded between the Client and a prospective buyer or seller identified by us within 12 months of the expiry of the brokerage or search order. This also applies if the client and his agent are in a close relationship or in a permanent, legal/personal connection.

All prices include the statutory VAT applicable at the time the contract is concluded.

### **4.2 Vehicle brokerage (search for a vehicle on behalf of a customer)**

The contractor shall receive a lump sum of EUR 99.00 for this mediation service.

This fee is due immediately after signing the contract and invoicing and is payable in cash or by bank transfer.



If the customer decides together with MVG Automobile to inspect the vehicle on site, the customer will be charged EUR 99.00 (which will be offset against the commission upon successful conclusion of the purchase contract for the vehicle to be inspected) plus a flat rate for travelling to and from the location (EUR 0.75 per km). This is also due if the customer decides against the vehicle or urgently advises MVG Automobile against the purchase, e.g. due to serious defects that have been identified. For the journey costs, the distance travelled is calculated and verified using a route planner (Google Maps, fastest route).

If up to 5 proposed vehicles are not successfully brokered, the contract term ends automatically. The flat rate of EUR 99.00 remains due in any case in order to justify the labour costs incurred by MVG Automobile.

The contractor MVG Automobile shall receive a lump sum of EUR 499.00 for the successful brokerage service.

Should the customer require external vehicle preparation, collection of the vehicle etc. after successful mediation, these will be discussed with the client prior to conclusion of the contract and charged separately depending on the execution.

All prices include the statutory VAT applicable at the time the contract is concluded.

## **§ 5 Liability**

MVG Automobile searches for and brokers vehicles of all kinds on behalf of customers and does not act as a seller and at no time becomes part of the brokered / forwarded contracts. Therefore, it accepts no liability for incorrect, erroneous information or statements made by third parties in connection with the brokerage service and is not liable for any guarantees and/or warranty claims for brokered vehicles.

Claims for damages or liability claims against MVG Automobile for damages and consequential damages are generally excluded, unless they are based on intent or gross negligence.

In addition to the liability of the contractual partner, the personal liability of the owner or the legal representatives as well as the vicarious agents and employees of the contractual partner for damages caused during or after the execution of the order is excluded, except for damages caused by gross negligence or intent and those caused by the breach of a cardinal obligation. The same applies to damage caused before the order is processed. The Contractor shall not be liable for unforeseeable consequential damage.

MVG Automobile accepts no liability for any damage that the vehicle has or may have before or after the purchase. MVG Automobile merely acts as an intermediary for the buyer on the basis of its experience and negotiates the purchase price. This is purely a service. A TÜV or DEKRA report is expressly recommended before the purchase.

Furthermore, MVG Automobile is not liable for the condition of the vehicles or for the fulfilment of contracts between the manufacturer, dealer, importer, financial service provider, freight forwarder, etc. and the customer.

## **§ 6 Payment**

Invoicing takes place during order processing, at the latest upon fulfilment of the order. Invoices shall be issued in person or by e-mail; postal delivery is also possible on request. Payments are to be made within 7 days of invoicing, without deduction, in cash or by bank transfer to the account specified by the contractor.



The client shall be in default as soon as the payment deadline is exceeded, unless payment is not made due to circumstances for which the client is not responsible.

The withholding of payments due to counterclaims or offsetting against counterclaims is not permitted unless the counterclaims are undisputed, legally binding or ready for judgement.

### **§ 7 Cancellation policy/right of cancellation/consequences of cancellation**

**7.1** If the client is a natural person within the meaning of § 13 BGB (German Civil Code) who is to be regarded as a consumer (any person who concludes the contract for a purpose that is not attributable to their commercial or independent professional activity), they may revoke their contractual declaration in text form (e.g. letter, fax, e-mail) within two weeks of placing the order without giving reasons.

**7.2** The cancellation period shall not commence before receipt of these instructions. In the event of late cancellation (outside the right of withdrawal), the customer will be charged a flat-rate fee - the amount of which is specified in the order to be signed by the client - as well as any costs incurred.

**7.3** The right of cancellation shall expire prematurely if the Contractor has begun to perform the service with the express consent of the Customer before the end of the cancellation period and has submitted the offer to conclude the purchase contract to the delivering provider (both dealerships and car dealerships or private individuals) or interested parties on behalf of the Customer or if the Customer has arranged for the service to be performed himself.

**7.4** In the event of an effective cancellation of the contract, the Seller shall reimburse the Buyer for all payments received by the Seller from the Buyer, including delivery costs (with the exception of additional costs resulting from the fact that the Buyer has chosen a different type of delivery than that offered by the Seller, collection from the Seller), immediately and at the latest within 14 days of the day on which the Seller receives notification of cancellation of the contract. For the repayment, the seller shall use the same means of payment that the buyer used for the original transaction, unless expressly agreed otherwise with the buyer; the buyer shall not be charged any fees for this repayment.

If you have requested that the services should commence during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which you inform us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

**7.5** To exercise your right of cancellation, you must contact us at:

MVG Automobile  
Manuel Val García  
Platz der Republik 9  
D-41515 Grevenbroich

Email: [info@mvg-automobile.de](mailto:info@mvg-automobile.de)

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You can use the attached sample cancellation form, but this is not mandatory.



To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

### Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

MVG Automobile  
Manuel Val García  
Platz der Republik 9  
D-41515 Grevenbroich

[info@mvg-automobile.de](mailto:info@mvg-automobile.de)

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of goods:

→ .....

→ .....

Ordered at .....

Name of the consumer(s):

.....  
.....

Address of the consumer(s):

.....  
.....

.....  
Signature of the consumer(s)

*(only for communication on paper)*



Date, .....

(\*) Delete as appropriate

### **§ 8 Applicable law, place of fulfilment, place of jurisdiction**

All contracts and transactions between MVG Automobile and its customers are subject exclusively to German law, with the exception of the provisions of German law that refer to other laws. The place of fulfilment is the respective registered office of MVG Automobile. The exclusive place of jurisdiction for all claims arising from and in connection with the above-mentioned contracts and transactions, as well as all disputes arising between the parties regarding the conclusion, execution or termination of the business relationship, shall be Grevenbroich Local Court. MVG Automobile may also take legal action at the customer's place of residence or business.

### **§ 9 Amendment of the GTC**

MVG Automobile reserves the right to change the general terms and conditions at any time and without giving reasons.

### **§ 10 Final provisions / effectiveness**

Should any of the above provisions of these GTC be or become invalid under applicable law, this shall not affect the validity of the remaining provisions. Instead, the invalid provision shall be replaced by a substitute provision which comes as close as possible to the purpose of the agreement and which the parties would have agreed in order to achieve the same economic result if they had been aware of the invalidity of the provisions.

With the publication of an updated GTC, older versions lose their validity.

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