

BMW Online Auctions – (“Online sales channels”) Special Sale Notifications

NOTE: The following notifications are specific to the BMW Online Auctions (Online sales channels) sale. The BMW Online Auctions application offers various sales from multiple markets to professional buyers worldwide. The local market websites contain the official Terms and Conditions.

Fees

Buying fees for this sale are 2.2% of the auctioned value with a minimum fee of 180€.

Auction Values

All vehicles are auctioned with gross prices – this includes applicable statutory VAT of the market selling the vehicle – unless specifically referenced as offered “net of VAT”.

Sale Access

Please note this sale is for registered professional B2B users only. The BMW Online Auctions sale application must be loaded on your computer prior to sale. Manheim makes no representations about the ability to connect to the Online sales channels system.

Broadband access, Java, opening of certain communication ports, and the disabling of pop-up blockers may be required. Please contact your local Manheim office for assistance in accessing the tool well in advance of desired sale participation.

Auction Process

All vehicles are to be auctioned in sequential order for a varying duration to be determined by the bidding activity, vendor and/or auctioneer. A vehicle may be pulled from auction or the auction may be re-started by the vendor and/or auctioneer at any point.

Proxy Bidding

Registered bidders may place a best bid proxy offer prior to the auctioning of the vehicle. Proxy bids are automatically bid by the system. For a complete description of proxy bidding, please refer to your local BMW Online Auctions web pages or consult your local Manheim office.

Purchase Confirmations

Email notifications of purchases will be sent upon sale of vehicle and considered binding contracts. Purchased vehicles will appear in the purchased section of sales application.

Provisional Sales

Provisionally sold vehicles will be binding contracts for 48 hours from acceptance.

Sale Location

Sales locations are noted by a country flag on the online catalog, and the vehicle location is further noted in the vehicle description detail of the BMW Online Auctions sale application. Additionally, the physical location of the vehicle is provided in the Condition Report. Please take extra caution to understand the exact physical location of the vehicle and country from where you are purchasing a vehicle.

Vehicle Presentation

All vehicles are presented with a Condition Report and multiple images. The Condition Report contains a description of damages. The representations of the vehicle odometer reading, Condition Report, images, equipments, and damages are backed by BMW and Manheim. Please report any discrepancies immediately.

Damages

Due to widely varying repair costs across Europe, damages are identified by description and photos only.

Detailed Terms and Conditions

Local market Terms & Conditions are deemed to supersede and rule in any disputes between these specific sale notifications and the local market Terms & Conditions. Please see below for detailed explanation of specific Terms & Conditions. Terms & Conditions are listed in English for reference only. Official Terms & Conditions are shown in the language of the selling country.

BMW Online Auctions (Online sales channels) Sale

Country Specific Terms and Conditions

Local Terms and Conditions govern your use of the BMW Online Auctions platform (Online sales channels) through Manheim websites at www.manheim.de, www.manheim.be, www.manheim.fr, www.manheim.es, www.manhiem.it, www.manheim.pt, and www.manheim.eu, ("Websites") and the content, features and functionality comprised within it permitting you to bid for vehicles or to purchase by way of BMW Online Auctions (Online sales channels).

By registering for access to Manheim Websites and BMW Online Auctions (Online sales channels), the participant agrees to the Terms & Conditions of the local market country, which sells the car. These Terms and Conditions are listed on the above referenced websites. Participants agree they have read and understand these conditions. Please ensure that you read these terms and conditions carefully. They explain our and BMW's responsibilities to you and your responsibilities to us and BMW as indicated. They also include provisions that

limit our liability and the liability of BMW to you. If there is anything that you do not understand, please contact us.

These Terms & Conditions form a binding contract between you and us regarding your use of the Website and Facilities, but also a binding contract between you and BMW -when you have any and all offers or bids accepted in accordance with these Terms and Conditions.

You will be deemed to have accepted these terms and conditions when you click "I Accept" on registering via the Website. Acceptance of these terms and conditions is a precondition of your using the Website and the Facilities; if you do not accept, you will not be permitted to use the Website and/or Facilities. Terms & Conditions of local markets apply.