

AUCTION RULES (Conditions of Business)

of **Autiva s.r.o.**, principal office address Nad náměstím 1124/4, Řeporyje, 155 00 Prague 5, ID-No.: 28494181, registered within the Commercial register maintained by the Municipal court of Prague under the coll. No. C 145680 (hereinafter referred to as "**Seller**"):

1. Introductory Provisions

- 1.1. These auction rules are issued for the purpose of organizing the sale of motor vehicles, as well as parts or accessories for motor vehicles or supplies for motor vehicles owned by the Seller or owned by third parties, whose sale has been entrusted to the Seller (hereinafter referred to as "**Sale Item**").
- 1.2. The holding of the auction is announced by the Seller at its discretion in a manner customary in the place and time, for example, on its website, on the website of the auction intermediary (e.g., auction portal operator or other web interface necessary for conducting the auction), in the media, in the auction catalog, etc.
- 1.3. These auction rules are binding for all persons involved in the auction. By participating in the auction, participants commit to adhere to these auction rules. In case of any discrepancy between these auction rules and the auction rules of the intermediary or the provider of means necessary for conducting the auction, such as a web interface, or in case of any discrepancy between these auction rules and the business terms of third parties, these auction rules shall always take precedence.

2. Definitions

- 2.1. For the purposes of these auction rules, the following terms are defined as follows:
 - 2.1.1. **auction** – a competition of an unlimited number of pre-registered bidders for the purchase of the Sale Item, the purpose and goal of which is to identify the bidder willing to purchase the Sale Item at the highest offer (highest bid price);
 - 2.1.2. **auction portal operator** – the potential operator of the auction portal (web interface) and administrator who, on the Seller's instruction, ensures the operation of the auction portal; the auction portal operator may be authorized by the Seller to ensure the execution of the entire auction;
 - 2.1.3. **auctioneer** – a natural person designated by the Seller to conduct and carry out the auction, who performs all related actions on behalf of the Seller, in particular, starts and manages the auction, organizes the submission of bids by interested buyers, and awards the so-called hammer price, i.e., concludes the bidding and confirms the highest bids (there is no transfer of ownership to the Sale Item by concluding the bidding and confirming the highest bid); in case the Seller authorizes and commissions the auction portal operator to conduct the auction, the auction portal operator also assumes the role of the auctioneer (if the auction portal operator is a legal entity, it shall designate a specific natural person from its members to assume the role of the auctioneer; in such case, the auction portal operator is responsible to the Seller for the performance of the auctioneer role);
 - 2.1.4. **interested buyer / auction participant** – a legal or natural person authorized to participate in the auction. Only clients (registered entities) of the Seller or clients (registered entities) of the potential auction portal operator can be auction participants. An interested buyer may not be the owner of the Sale Item or act on the instruction, in representation, or in the interest of the Sale Item's owner. Only fully legally capable persons, over 18 years of age, adhering to the auction rules, rules and customs of decent and appropriate behavior at the auction, and persons who have not disrupted previous auctions of the Seller or the auction portal operator can be participants. Auction participants prove their identity in person with valid identity documents or in the way of their registration on the portal of the auction portal operator in accordance with his terms and conditions. An auction participant may be represented. The same rules apply to any representative (proxy) of an auction participant as to the auction participant. The proxy proves their authorization with a written power of attorney of the auction participant (principal) in paper or electronical, which the Seller or the auction portal operator may keep. Participation in the auction may also be conditioned on the deposit of a bid bond, if required by the Seller or the auction portal operator. The auction participant receives a numerical designation or other identification or login data from the representative of the Seller or the auction portal operator, under which the auction participant participates in the auction. If the form and conditions of the auction allow, the auction participant may participate in the auction by telephone or other means of remote communication enabling unambiguous identification of the auction participant and live communication after prior written agreement with the Seller or the auction portal operator (e.g. via a relevant web interface);
 - 2.1.5. **successful bidder** – an auction participant who offered the highest price in the auction, which was publicly confirmed by the auctioneer with the so-called hammer price. After concluding the sales contract with the Seller and after paying the purchase price, the successful bidder becomes the owner of the Sale Item (the Seller may reserve the right of ownership in the purchase contract, i.e. the 2.1.5. successful bidder becomes the owner of the Sale Item only after full payment of the purchase price);

- 2.1.6. **auction surcharge** – the sum of costs for conducting each individual auction. The amount of the auction surcharge will always be determined before the start of the auction and will also be available to auction participants in written form.

3. Organization of the Auction

- 3.1. Items included in the auction (Sale Items) including their description can be checked in the auction catalogue and may be displayed also on the day of the auction to enable their inspection. The exhibition place for Sale Items will be determined in advance in the same manner as the holding of the auction. Interested parties inspecting the exhibited items are required to respect the Seller's measures to ensure the protection of the exhibited items.
- 3.2. The Seller may condition access to the auction or to the exhibition place of Sale Items.
- 3.3. The auction is initiated by the representative of the Seller or the auction portal operator, who may announce changes compared to the catalog, changes and clarifications of the auction rules, and announce instructions resulting from this for the organization of the auction.
- 3.4. The auction of individual Sale Items is conducted by the auctioneer. The auction item (Sale Item) must always be unmistakably identified, usually at least by reference to the catalog. The auctioneer announces the so-called minimum bid, which is the price (amount) for which the item can be purchased if no reserve price, i.e., the minimum price required by the Seller, was set. If a reserve price was set and bids made in the hall did not reach its amount, the auctioneer declares the Sale Item unsold. If no auction participant shows interest in purchasing, the auctioneer ends the auction of the Sale Item with the words "unsold or the item remains". The item can be included in the auction repeatedly at the discretion of the Seller.
- 3.5. Interested buyers make offers to the auctioneer after his announcement of the amount (opening bid) by raising the auction number, or by raising the number simultaneously with the offered price, which must always be greater than the last amount called by the auctioneer. Bids can also be made by telephone or via a dedicated web interface, provided that the auctioneer has been registered in advance and can be clearly identified during the auction.
- 3.6. The amount of the bid increment, i.e., the smallest possible amount by which the price offered by the auctioneer is increased, is usually:
- 3.6.1. 2.00 €, if the current auction price is not higher than 50.00 €,
- 3.6.2. 5.00 €, if the current auction price is higher than 50.00 € but not higher than 100.00 €,
- 3.6.3. 10.00 €, if the current auction price is higher than 100.00 € but not higher than 200.00 €,
- 3.6.4. 20.00 €, if the current auction price is higher than 200.00 € but not higher than 500.00 €,
- 3.6.5. 50.00 €, if the current auction price is higher than 500.00 € but not higher than 1,000.00 €,
- 3.6.6. 100.00 €, if the current auction price is higher than 1,000.00 € but not higher than 2,000.00 €,
- 3.6.7. 200.00 €, if the current auction price is higher than 2,000.00 € but not higher than 5,000.00 €,
- 3.6.8. 500.00 €, if the current auction price is higher than 5,000.00 € but not higher than 10,000.00 €,
- 3.6.9. 1,000.00 €, if the current auction price is higher than 10,000.00 € but not higher than 20,000.00 €,
- 3.6.10. 2,000.00 €, if the current auction price is higher than 20,000.00 € but not higher than 50,000.00 €,
- 3.6.11. 5,000.00 €, if the current auction price is higher than 50,000.00 € but not higher than 100,000.00 €,
- 3.6.12. 10,000.00 €, if the current auction price is higher than 100,000.00 € but not higher than 200,000.00 €,
- 3.6.13. 20,000.00 €, if the current auction price is higher than 200,000.00 € but not higher than 500,000.00 €,
- 3.6.14. 50,000.00 €, if the current auction price is higher than 500,000.00 €.
- 3.7. If the auctioneer / person authorized to conduct the auction deems it appropriate or necessary, he may determine a different amount of the bid increment during the auction.
- 3.8. The auctioneer / person authorized to conduct the auction decides on the order of bids.
- 3.9. If no auction participant makes a higher offer, the auctioneer repeats the amount of the last offered price along with the words, ...first time, ...second time... and third time for number... and with a hammer strike concludes the auction, stating that the auction participant with the last offer has the obligation to purchase the item for this amount (to which the auction fee is added). **Offers made in the auction (bids) bind the participants, meaning an irrevocable offer to purchase the item for the given amount.** The price achieved in the auction cannot be reduced.
- 3.10. Any potential objections, protests, or remarks to the course of the auction are resolved by the Seller with final validity in the spirit of the principles of fair trade and international auction customs. Objections, protests, remarks, or notifications must be raised directly in the auction hall (at the auction place) in a visible and loud manner, otherwise, they will not be considered.

4. Conclusion of the Sales Contract and Payment Method

- 4.1. The successful bidder is obliged to conclude a sales contract with the Seller immediately (if possible immediately after the end of the auction, but no later than three (3) working days from the day of the auction), in which the Seller undertakes to deliver the Sale Item, which the successful bidder auctioned off, to the

successful bidder as the buyer and enables the successful bidder to acquire ownership of the Sale Item, and the successful bidder undertakes to pay the Seller no later than three (3) working days from the day of the auction the amount for which the Sale Item was auctioned off (purchase price), and in addition, the full auction surcharge.

- 4.2. Auction participants acknowledge that the Seller is entitled to refuse the conclusion of the sales contract in justified cases. If the reasons for not concluding the sales contract lie on the side of the successful bidder, for example, if the successful bidder's ability to pay the purchase price proves to be controversial and the successful bidder does not further sufficiently confirm their credibility, all costs of the futile auction are borne by the successful bidder, and the successful bidder is obliged to pay the Seller a contractual penalty amounting to 2% of the amount for which the Sale Item was futilely auctioned off, but at least 10,000.00 CZK, all within five (5) working days from the day of the auction.
- 4.3. Unless otherwise expressly specified in writing by the Seller, all payments to the Seller, including the auction surcharge, will be made in cash (up to the legal limit) by non-cash transfer to the Seller's bank account as specified in the purchase contract. All financial obligations towards the Seller are considered paid only at the moment when the respective amount has been credited in full to the Seller's bank account.
- 4.4. All payments mentioned in these auction rules or whose obligation arises during the auction are always understood to be exclusive of any Value Added Tax (VAT) at the statutory rate.

5. Other

- 5.1. The successful bidder is obliged to take over the paid Sale Item obtained by auction no later than twenty (20) days after the auction, unless otherwise agreed with the Seller. After this period, the auctioned Sale Items will be stored by the Seller or a third party entirely at the cost and risk of the successful bidder. The risk of damage to the Sale Item (not ownership) transfers to the buyer upon receipt of the paid Sale Item, but no later than the expiration of the period in the sense of the first sentence of this paragraph.
- 5.2. The successful bidder is then charged a storage fee for the work at the rate of 0.5% of the amount for which the respective Sale Items were auctioned off, for each day of storage, even if only started. If the total amount of storage fees reaches or exceeds the price of the Sale Item/s for which the successful bidder auctioned off the Sale Item/s, the successful bidder agrees that the Seller is entitled to sell these items or offer them again in an auction to cover the costs incurred with the storage of the auctioned items.
- 5.3. The Seller ensures the transport of the Sale Item obtained by auction only upon prior written agreement with the successful bidder, always entirely at the cost and risk of the successful bidder.
- 5.4. Any defects of the Sale Item are governed by the Seller's complaint procedure and the legal order of the Czech Republic.
- 5.5. The provisions of Act No. 26/2000 Coll., on public auctions, do not apply to auctions according to these auction rules.
- 5.6. To the extent not regulated by these auction rules, the auction is governed by the rules of the auction portal operator, if he was authorized to conduct the auction.
- 5.7. Rights and obligations arising from these auction rules or related to these auction rules or related to the auction itself are governed by the law of the Czech Republic. Any disputes arising from these auction rules or related to these auction rules or related to the auction itself will be finally decided by the court of the Czech Republic that is factually and locally competent. In cases where a specific locally competent court cannot be determined, the factually competent court determined according to the place of the Seller's registered office will be locally competent.

6. Data Protection

- 6.1. By participating in the auction, the auction participant hereby gives consent to the Seller, **Autiva s.r.o.**, principal office address Nad náměstím 1124/4, Řeporyje, 155 00 Prague 5, ID-No.: 28494181, registered within the Commercial register maintained by the Municipal court of Prague under the coll. No. C 145680 (also referred to as the "**Controller**"), to process the following personal data of the auction participant in accordance with the relevant generally binding legal regulations and directly enforceable legal acts (regulations) of the EU: name and surname, date of birth, residence address, email and phone, bank details, for the purpose of conducting the auction, possibly also concluding a sales contract, and also for the purpose of notifying the auction participant about the holding of further auctions, sending auction catalogs or offers of other services of the Controller. The specified personal data will be processed by the Controller for the necessarily required period; unless otherwise specified by the relevant generally binding legal regulation, the auction participant agrees that the necessarily required period for processing personal data is considered to be 10 years.
- 6.2. The auction participant gives the Controller his explicit consent to the above-mentioned processing of his personal data. The auction participant understands that he can withdraw his consent at any time, for example, by sending an email or letter to the address of the Controller's registered office recorded in the commercial

register. The auction participant also understands that the processing of his personal data will be carried out by the Controller through authorized employees, manually or automatically, however, the personal data of the auction participant may also be provided for processing to persons belonging to the Controller's group or those commissioned to conduct the auction. The auction participant also understands that according to the relevant generally binding legal regulations and directly enforceable legal acts (regulations) of the EU (in the current version), he has the right (i) to withdraw his consent to the processing of personal data at any time, (ii) to request the Controller for information on which personal data of the auction participant the Controller processes, (iii) to request the Controller for an explanation regarding the processing of the auction participant's personal data, (iv) to request access to processed personal data from the Controller and have the Controller update or correct these, (v) to request the Controller to delete the auction participant's personal data and (vi) in case of doubts about compliance with obligations related to the processing of the auction participant's personal data, to contact the Controller or the Office for Personal Data Protection. To eliminate all doubts, the auction participant declares that he was informed by the Controller in accordance with the relevant generally binding legal regulations and directly enforceable legal acts (regulations) of the EU about the intended processing of his personal data, the scope and conditions of this personal data processing, and all rights of the auction participant related to this.

Autiva s.r.o.