



Complaint guidelines

WOM WreckOnlineMarket GmbH

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1. General procedure

Avoiding unnecessary costs, such as empty runs, and general loss minimisation, are high priorities for us. Therefore, we would like to ask you to observe the following information when dealing with possible complaints, in order to be able to initiate quick processing and clarification:

- a. The buyer or persons commissioned to collect the vehicle must check the vehicle immediately on site for any recognisable deviations from the descriptions provided. If the actual condition of the vehicle differs from the published details, or the details in the collection order, the buyer is obliged to inform WOM **immediately**. Any reasons for complaint must be recorded in detail on the handover report and, if possible, acknowledged and documented by attaching photographs. Corresponding forms are automatically provided in the course of the settlement procedure.

Mon - Fri 08.00 h to 18.00 h (except public holidays)

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- b. Complaints must be submitted without delay; without delay in the sense of this provision, meaning either immediately upon collection or, in the event that the vehicle is collected by a third party, immediately upon arrival of the vehicle at the buyer's premises. The seller shall be given the opportunity to conduct a subsequent inspection.
- c. A complaint is excluded if a subsequent inspection can only be carried out under difficult conditions or with disproportionate effort, e.g. due to the resale of the vehicle in the meantime. This does not apply if the seller has demonstrably waived his right to subsequent inspection. A complaint is excluded if the buyer or a third party has made changes to the vehicle after handover. The vehicle subject to complaint must be made available during the entire complaint process until it is released, and its condition must not be changed.
- d. Always have the WOM ID and the purchase contract ready so that the transaction can be assigned quickly. Please note that the purchase contract must be signed by both contracting parties.



2. Requirements for a complaint

a. Unjustified complaints (insignificant deviations)

- Minor damage (depreciation up to € 250)
- Damage visible in photos
- Damage listed in the damage description
- Wear parts
- Missing duplicate keys
- Missing service check booklet (or otherwise not completed)
- Missing German service booklet or logbook for re-imports
- Equipment not shown in the pictures or in the description
- Deviation in the stated number of previous owners

b. Justified complaints (significant deviations)

- Deviation at first registration (≥ 6 months)
- Deviation from the year of construction (> 1 year difference) or deviation between year of construction and first registration, if the amount of the difference is more than 1 year
- Deviation in mileage ($\geq 10\%$)
- Misrepresentation of the type of drive and gearbox if this could not be identified from the photographic equipment or other attachments. The same also applies to air conditioning / automatic climate control and right-hand drive vehicles
- Non-declaration or mis-declaration of previous/old damage and subsequent damage
- No air conditioning (if air conditioning was specified)
- Deviation of the equipment features (except for equipment in the written calculation, if otherwise shown in the pictures)
- Foreign authorisation not specified
- Re-imports, rental cars and passenger transport vehicles, in the case of vehicle equipment that is demonstrably different and that affects the value
- Misdeclaration of the model (previous model in the case of a model change within one year, if this was not recognisable)
- Indications that point to an electronics problem / engine damage, insofar as these are supported by a fully comprehensive fault report prepared by an authorised workshop, and insofar as the person placing the vehicle has not already pointed out a fault in the calculation or drawn attention to consequential damage or a residual risk



3. Other

a. Agreements in case of non-collection

Generally, non-collection or non-payment is excluded during the sales transaction without an acknowledged complaint!

- The full purchase price must be paid.
- WOM will carry out a new vehicle placement / other sale in the event of non-collection or non-payment
- A lump-sum fee will be charged to the bidder in breach of duty for the renewed vehicle placement / other sale (see currently valid price list)
- If there is a difference between the newly determined highest bid and the former highest bid, the original bid will be paid out to the holder. Claims for damages for the difference shall be borne by the bidder in breach of duty; these costs shall be asserted by WOM.
- The assignment of claims for damages on the part of the seller to WOM is permissible (authorisation also applies to the payment of standing costs incurred through the fault of the bidder).

b. Further notes

- No acceptance of complaints in the case of a resale already being carried out.
- A general exclusion applies in the case of modifications / alterations carried out on the vehicle on the purchaser side.
- Renegotiations of the purchase price are always prohibited vis-à-vis the vehicle owner/holder and may lead to exclusion from the bidding platform due to the breach of contract.
- In the case of multiple placements, all bids remain valid.
- The postponement of the time limit to the following working day (Section 193 German Civil Code [BGB]) is permissible, if the bidding period ends on a Saturday, Sunday, or public holiday
- The costs arising from empty runs cannot be charged to WOM, not even if they have arisen as a result of a complaint
- Entry / bidding errors can only be taken into account after the end of the insertion period if the signed bid correction is available. This only applies in exceptional cases and with the consent of the person placing the vehicle (e.g. insurance).
- All bids submitted for an insertion are binding within the binding period for bids (not only the highest bid).
- After expiry of the collection period (from the seventh working day), any standing fees incurred must be borne by the bidder.
- In the event of a change of ownership, the vehicle shall nevertheless be purchased at the bid price.
- No rejection of the vehicle purchase because it is offered in platforms such as "PKW.de" "Mobile.de" or "Autoscout"