

Standard Terms And Conditions Of Business

Conditions of use for the automobile advertising market place www.collectorscarworld.com, Essen, Germany, referred to below as collectorscarworld.

§ 1

collectorscarworld is a provider of services on a virtual Internet market place. Users of the collectorscarworld service may act as advertisers or potential customers. Each user expressly recognises the Standard Terms and Conditions of Business. collectorscarworld is entitled to amend or to supplement these Standard Terms and Conditions of Business after giving reasonable prior notice; that notice will be published exclusively on the Internet on the collectorscarworld web pages.

§ 2

2.1 Use of collectorscarworld is free of charge for advertisers. Prices for use are based on the price list valid as at the date of use. The price list may be amended at any time by an announcement on the collectorscarworld web pages, and any such amendment will come into effect 4 weeks after the date of that announcement.

2.2 Requests for information from collectorscarworld's inventory of advertisements is free of charge, as is the retrieval of editorial content for which collectorscarworld is responsible.

§ 3

3.1 The contract is material when the customer application is countersigned by collectorscarworld or on the first performance of a transaction, and does not require to be notified to the customer. Amendments or additions to the contractual offer by the customer are deemed to be a new offer.

§ 4

4.1 collectorscarworld reserves the right to refuse, amend or completely to delete advertisements. Similarly, collectorscarworld reserves the right permanently to exclude specific advertisers from using the service to advertise.

4.2 In particular, advertisements are not permitted which include images other than images of the vehicle and/or parts of the vehicle being offered for sale, as well as in general advertisements including content which is inaccurate.

4.3 Advertisements may not contain either wording or content which is, or whose purpose is in violation of the applicable law.

§ 5

5.1 collectorscarworld accepts no liability for any loss or damage arising from the fact that advertisements do not appear, appear in shortened form or appear to be false.

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5.3 Claims for compensation of any kind whatsoever against collectorscarworld or one of its vicarious agents, and in particular arising out of a violation of secondary contractual duties, negligence at the time the contract was concluded, incorrect advice or because of violation of a duty of replacement are excluded, unless such exclusion of liability in the standard terms and conditions of business would not be legally permissible. In all cases in which liability is not excluded in the standard terms and conditions of business, but the amount of which may be limited, liability is always limited to our selling price for that part of the supply in respect of which the claims for compensation arose.

5.4 collectorscarworld acts as an intermediary in respect of information. The advertiser is solely responsible for the correctness and legality of offers.

5.6 The identity of the advertiser will not be verified by collectorscarworld. collectorscarworld accepts no liability for the incorrectness of information passed on by it.

§ 6

6.1 collectorscarworld is deemed to have performed its contractual duty if the Internet program and web server are running on average for not less than 90% of the year.

6.2 collectorscarworld does not guarantee that advertisements will be deleted on a specific date.

§ 7

7.1 Users expressly agree that their data will be stored electronically for commercial purposes and may possibly be transmitted to other parties. collectorscarworld will comply with the relevant data protection regulations.

7.2 collectorscarworld is entitled, but not obliged, to transmit to offerors and potential customers additional information or additional offers of its own and of third parties connected with the service provided by collectorscarworld.

7.3 collectorscarworld expressly refers the customer to the fact that the security of data for transfers of data via open networks cannot be fully guaranteed by current technology. The customer is aware that the provider may at any time view the offer page stored on the web server and possibly also other customer data filed there. Other Internet subscribers may also possibly be technically capable of unauthorised interference with network security and controlling message traffic. The customers themselves are entirely responsible for the security of data transmitted by them onto the Internet and for data stored on web servers.

§ 8

8.1 All information, brand names, texts, programs and images are subject to copyright law. Provided that they are not covered by any other proprietary rights, they are the property of collectorscarworld. Reprocessing and use in media of any kind is permitted only with the prior written approval of collectorscarworld.

§ 9

9.1 Any amendments, additions or the partial or complete annulment of the contract must be made in writing, including also the amendment or annulment of the present requirement.

9.2 In the event of any provisions of these Standard Terms and Conditions of Business and/or of the contract being, or becoming invalid, this will not affect the validity of the remaining provisions. In place of each invalid provision, a substitute provision will apply which corresponds, or at least closely approximates to the purpose of the agreement as would have been agreed by the parties to achieve the same commercial outcome if they had been aware of the invalidity of the provision. This applies mutatis mutandis to any provisions which are incomplete.

§ 10

10.1 The place of performance for all contractual claims is the registered office of collectorscarworld.

10.2 The exclusive place of jurisdiction is Essen.

10.3 The contractual relationship is subject exclusively to German law.