

# Information for Consumers

# I. If you order used parts and accessories - this is how it works

#### 1. Conclusion of a Contract

The contract conclusion between the customer and MB GTC GmbH ("MB GTC") will take place as described below:

- a) A customer order via the webshop of MB GTC or a customer request by phone, email or fax (and/or an order via eBay) is available at MB GTC.
- b) MB GTC will promptly confirm receipt of the order with an email addressed to the customer. The General Terms and Conditions ("T&C MB GTC") (incl. the cancellation policy and revocation form) must again be visible in the order receipt confirmation and can be printed out in document form there.

The order receipt confirmation is sent only as information for the customer about the receipt of their order and does not yet represent a contract conclusion, i.e. it is not a declaration of acceptance of the order.

- c) The customer is bound to their order for a maximum of 7 days. The purchase agreement is concluded when MB GTC confirms the acceptance of the order for the goods within the aforementioned 7 days in writing or in text form or the delivery has taken place.
- d) MB GTC will promptly notify the customer if MB GTC does not accept the order.
- e) The transfer of rights and obligations arising from the purchase agreement requires the prior written agreement of MB GTC.
- f) All documents and data (e.g. confirmation of receipt of your order, billing invoice), which have arisen in connection with your contract conclusion, will be archived by us. You can request these documents and data at any time under MBGTC\_Auftragsabwicklung@mercedes-benz.com by listing the order and invoice number.

## 2. Conclusion of a Contract in Webshop

In addition to the conclusion of the contract under No. 1 above, the following applies to the contract conclusion in the MB GTC webshop:

By completing the order process on the Internet pages of our webshop, the customer makes a binding offer to MB GTC to conclude a contract with MB GTC. The customer must have access to an email address for this. The order process comprises the following steps: A presentation of these steps is available only in German.

# Step 1: Part search and shopping basket

You can search for parts by car, van or truck models, or directly with search term or part number. Once you have found the part you are looking for, click on the blue shopping cart icon () to add it to the virtual shopping cart. Before that you have the possibility to inform yourself about our payment and delivery conditions. You can remove the selected parts from the shopping cart at any time by checking the position and clicking the "remove" button. By clicking on the light blue shopping cart symbol on the right-hand side of the menu bar, you will go to the shopping cart - from where you can also go on to complete your order. With the button "Continue to next step" you will be guided through the complete order processing.



### Step 2: Select address

In the second step "Select addresses" you must first log in with your email address and password or create a personal customer account if you do not have one yet. This requires a valid email address. Afterwards you can change your billing address if necessary and as an orderer from Germany can enter an alternate delivery address within Germany. In addition, here you can also leave us a message about your order. Please note: The fields shown in bold are required fields in which you must enter data. If these are not filled, you will not proceed to the next step and the missing information will be shown framed in red.

#### Step 3: Shipping & payment method

In the third step, you select the delivery by our shipping and logistics service providers. Express delivery is possible at extra cost. In this step, in addition to the details of how you wish to receive your goods, you choose your preferred payment method. The default option here is bank transfer/ cash in advance. You can change these settings at any time up to the completion of your purchase.

# Step 4: Review & send

In the fourth and final step of the ordering process, you submit a binding offer to purchase the items contained in the shopping cart.

Before sending the order, you have the possibility to check all entries including any input errors and to correct them with the help of the "> change" button ( ) in the respective topic block.

Afterwards, please take note of our General Terms and Conditions ("T&C MB GTC"), the cancellation policy and the data protection regulations, and confirm these by ticking the box provided. Send your order by clicking on the "Buy" button. You will receive the confirmation of receipt of your order with a summary of all order relevant information about items, prices, shipping method, invoice and delivery address as well as payment method by email immediately after sending your order. Similarly, the MB GTC General Terms and Conditions (including revocation instructions and revocation form) will again be visible from the confirmation of receipt and can be printed out from there in document form. The order confirmation is sent only for your information about the receipt of your order and does not yet represent a contract conclusion, i.e. it is not a declaration of acceptance of your order.

You are bound to your order for a maximum of 7 days. The purchase agreement is concluded when we have confirmed the acceptance of the order of the items within the above-mentioned 7 days in writing or in text form or the delivery has been carried out. However, we will promptly notify you if we cannot accept the order.

All documents and data (e.g. confirmation of receipt of your order, invoice), which were created for the conclusion of your contract will be archived by us. You can request these documents and data at any time by listing the order or invoice number at MBGTC\_Auftragsabwicklung@mercedes-benz.com.

# II. Before you order used parts and accessories and in addition to the information contained in the order process and in the T&C MB GTC, we would like to inform you about the following:

# 1. Handling of Complaints

If you have any reason for complaints, please contact MB GTC GmbH (Mercedes-Benz Gebrauchtteile Center).

You can reach MB GTC GmbH

by phone under +49 (0) 711 17 7 00 00

by email under MBGTC\_Retoure@mercedes-benz.com

by post to MB GTC GmbH Mercedes-Benz Used Parts Center, Mörikestr. 60-70 73765 Neuhausen auf den Fildern, Germany



# 2. Liability for Quality Defects

- a) There is legal liability for defects according to Section VI of the General Terms and Conditions for the Sale of Used Vehicle Parts and Accessories by MB GTC GmbH, Mercedes-Benz Gebrauchtteile Center (T&C MB GTC).
- b) The processing of the alleviation of defects according to Section VI. No. 2 of the MB GTC is subject to the following conditions:
- aa) The customer can assert claims for the removal of defects at the MB GTC by using the contact details under No. II.1. bb) For the parts mounted for alleviation of quality defects, the Customer can assert warranty claims on the basis of the purchase agreement until the end of the limitation period for the item ordered.
- c) Replaced parts become the property of MB GTC.

#### 3. Revocation

Only consumers have the right to cancel. A consumer is any natural person who is not primarily acting in a commercial or self-employed professional capacity when entering into a legal transaction. The revocation right does not apply for other customers who are not consumers within the meaning of this definition. You shall bear the direct costs of returning goods that can be sent by parcel post. For goods that cannot be returned normally by post due to their nature (not capable of being sent by parcel post), the costs are estimated at a maximum of approximately EUR 515.

#### 4. Customer Service and Guarantees

- a) The warranty conditions applicable to the purchase of used parts and accessories can be found here: "Warranty and Returns". If you have any questions about the warranty conditions, please contact our Customer Hotline: + (49) 711 17 70 000, Monday Friday from 8:00 a.m. to 5:30 p.m.
- b) Information on used parts and accessories is provided for you over our Customer Hotline: + (49) 711 17 70 000, Monday Friday from 8:00 a.m. to 5:30 p.m. In addition, the customer has the opportunity to receive information or make comments. A contact form is available to the customer for this purpose.
- c) Information on the Mercedes-Benz Group AG service network for Mercedes-Benz and smart original parts is made available for you at your authorized Mercedes-Benz or smart Service Partner or in the Internet

under <a href="https://www.mercedes-benz.de/passengercars/mercedes-benz-cars/dealer-locator.html">https://www.mercedes-benz.de/passengercars/mercedes-benz-cars/dealer-locator.html</a> or <a href="https://www.smart.com/de/de/index/haendlersuche.html">https://www.smart.com/de/de/index/haendlersuche.html</a>

# 5. Functioning of digital content, including applicable technical safety precautions and interoperability restrictions

Modern Mercedes-Benz and smart vehicles contain a multitude of technical functions, some of which require a connection to your mobile phone. In addition, Mercedes-Benz and smart vehicles and their parts also offer some digital content. If you have any questions about digital content or interoperability with your technical devices, please contact your authorized Mercedes-Benz or smart Service Partner. Details on the functioning of digital content and interoperability are also available online at <a href="https://www.mercedes-benz.de/Verbraucherinformation">www.mercedes-benz.de/Verbraucherinformation</a> or <a href="https://www.mercedes-benz.de/Verbraucherinformation">www.smart.com/de/de/datenschutz#f3x179</a>.