



BUYER CONSULTANCY & INTRODUCTION AGREEMENT

This Buyer Consultancy & Introduction Agreement (“Agreement”) is entered into between:

Consultant

Car Promotion – Maikel Lemke
Averdiekstr. 28
49078 Osnabrück, Germany

and

Client (Buyer)

[Name and address]

Together referred to as the “Parties”.

§1 Purpose of the Agreement

The Client appoints the Consultant as an **independent advisor and introducer** in connection with the identification, evaluation, and potential acquisition of a classic motor car (the “Vehicle”).

The Consultant acts exclusively as a **buyer-side consultant** and does not act as a dealer, broker, or seller.

§2 Scope of Services

The Consultant may provide, inter alia, the following services:

- identification of suitable vehicles through professional networks
- controlled introductions to identified vehicles
- independent advice regarding originality, condition, risks, and market positioning
- inspection and assessment services, if requested
- coordination and guidance throughout the evaluation process

The Consultant does not guarantee the availability, condition, or purchase of any vehicle.

§3 Term of the Agreement

This Agreement is concluded for a **fixed term of nine (9) months** commencing on the date of signature.

Provisions relating to fees, success fees, and anti-circumvention shall survive expiry or termination of this Agreement.

§4 Fees – General Structure

The Parties acknowledge that the Consultant's services are provided under a **transparent three-part fee structure**:

1. Introduction & Search Fee
2. Inspection & Advisory Fee (if applicable)
3. Success Fee (only in case of purchase)

An **indicative Fee Overview** has been provided to the Client separately for transparency and orientation.

§5 Introduction & Search Fee

For the identification of suitable vehicles and the controlled introduction to a Vehicle, the Client shall pay an **Introduction & Search Fee** as confirmed in writing prior to the introduction.

This fee is:

- payable upon confirmation of the introduction
- non-refundable
- payable regardless of whether the Client proceeds with a purchase

§6 Inspection & Advisory Fee

If requested, the Consultant shall provide an **independent evaluation**, including identification of defects, risks, and estimated remedial costs.

The **Inspection & Advisory Fee** is confirmed separately and is payable irrespective of the Client's decision to purchase or not.

Travel expenses and third-party costs are charged separately, if applicable.

§7 Success Fee

If the Client purchases a Vehicle introduced or inspected by the Consultant during the term of this Agreement, a **Success Fee** shall become payable in accordance with the **current Fee Overview**, calculated on the actual purchase price (plus VAT, if applicable).

§8 Tail Period / Anti-Circumvention

If the Client purchases a Vehicle introduced or inspected by the Consultant **within nine (9) months after the introduction or inspection**, the Success Fee shall remain payable, regardless of when or how the transaction is concluded.

This applies in particular if the transaction is completed directly between buyer and seller without further involvement of the Consultant.

§9 Independence & No Conflict of Interest

The Consultant provides advice **independently and objectively**.

The Consultant's remuneration is not linked to:

- negotiated price reductions
- identified defects
- or savings achieved during negotiations

No undisclosed commissions or benefits are received from sellers or dealers unless expressly agreed in writing.

§10 No Obligation to Purchase

The Client is under no obligation to purchase any Vehicle.

The absence of a purchase does not affect the Consultant's entitlement to fees already incurred under this Agreement.

§11 Liability

The Consultant assumes no liability for:

- condition, originality, or authenticity of any Vehicle
- market value or future value development
- decisions made by the Client based on the Consultant's advice

The Client remains solely responsible for the final purchase decision.

§12 Confidentiality

All non-public information exchanged in connection with this Agreement shall be treated as confidential by both Parties.

§13 Governing Law & Jurisdiction

This Agreement shall be governed by the laws of the **Federal Republic of Germany**.

Place of jurisdiction is **Osnabrück, Germany**.

§14 Final Provisions

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain unaffected.

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter.

Place, Date

Client (Buyer): _____

Consultant: _____