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## **SELLER MANDATE AGREEMENT**

### **Jaguar E-Type Consultancy, Verification, Listing & Sales Support**

#### **§1 Parties**

This Seller Mandate Agreement (“Agreement”) is entered into between:

##### **Consultant**

Car Promotion – Maikel Lemke  
Averdiekstr. 28  
49078 Osnabrück, Germany  
VAT ID: DE812486503

and

##### **Seller**

[Full legal name and address]

Together referred to as the “Parties”.

#### **§2 Purpose of the Agreement**

The Seller appoints the Consultant as an **independent consultant and intermediary** for the professional verification, presentation, listing and potential sale of a Jaguar E-Type motor vehicle (“Vehicle”).

The Consultant:

- does not acquire ownership or possession of the Vehicle
- does not act as a vehicle dealer
- does not become contractual party to any purchase agreement

Any purchase agreement shall be concluded exclusively between Seller and Buyer.

#### **§3 Scope of Services**

The Consultant provides professional consultancy and intermediary services, including:

- analysis and review of vehicle documentation

- identity and specification verification
- production-period and model plausibility review
- market positioning and pricing advice
- editorial preparation and professional presentation
- publication on Consultant's platforms
- handling and pre-qualification of buyer enquiries
- introduction of prospective buyers
- coordination and facilitation of a potential transaction

The Consultant does not provide mechanical inspections, valuations, certifications or guarantees unless expressly agreed in writing.

## **§4 Mandatory Verification Requirement**

Car Promotion does not publish unverified vehicles.

Every Vehicle offered for sale undergoes professional identity and specification verification at minimum documentation and image-review level prior to publication.

## **§5 Verification Levels**

### **§5.1 Verified Listing**

*(Documentation & Image Review)*

Verification is based on documentation and photographs supplied by the Seller and may include:

- chassis, engine, gearbox and body number plausibility
- production-period consistency
- model variant and market specification (US / ROW)
- factory exterior and interior colour verification (where documented)
- configuration plausibility review

No physical inspection is performed under this listing level.

### **§5.2 Verified In Person Listing**

Includes all services under §5.1 plus:

- personal inspection of the Vehicle by the Consultant
- visual confirmation of accessible identification numbers
- photographic documentation created by the Consultant

- visual assessment of workmanship and presentation

A physical inspection does not constitute a mechanical inspection or condition guarantee.

## **§6 Definition and Limitation of Verification**

Verification represents the Consultant's professional expert opinion based on:

- documentation provided
- photographs supplied
- visible vehicle features
- historical production and model knowledge

Verification does not constitute:

- an originality or authenticity guarantee
- a condition report or valuation
- a matching-numbers certificate beyond visible documentation
- a warranty of mechanical condition
- a guarantee of future value

## **§7 Fees and Costs**

### **§7.1 Listing & Verification Fees**

Listing and verification fees are charged in accordance with the **current Car Promotion Fee Table**, which forms an integral part of this Agreement.

Fees compensate the Consultant for:

- documentation analysis
- verification work
- editorial preparation
- professional presentation
- platform publication
- handling of buyer enquiries

Listing fees are payable in advance and are non-refundable once verification and listing have commenced.

### **§7.2 Inspection, Travel & Work Time**

Inspection services, travel time and related expenses are charged separately in accordance with the Fee Table and are payable regardless of whether a sale occurs.

## §8 Sales Commission

A sales commission becomes due if the Vehicle is sold:

- during the term of this Agreement, or
- within the post-termination protection period

The applicable commission rate is defined in the Fee Table and applies regardless of whether the sale is concluded directly or indirectly.

## §9 Exclusivity

The Seller grants the Consultant an **exclusive sales mandate (Alleinauftrag)** for the agreed mandate period.

During exclusivity, the Seller agrees:

- not to appoint other brokers or dealers
- not to advertise the Vehicle publicly elsewhere
- not to bypass the Consultant in negotiations originating from the listing

This exclusivity does not prevent the Seller from selling the Vehicle independently, provided that no buyer contact originated directly or indirectly from the Consultant's marketing activities.

## §10 Optional Storage, Presentation & Inspection Facility

Upon separate agreement, the Consultant may provide **temporary indoor storage** of the Vehicle at the Consultant's premises in Central Europe for the purpose of sales presentation and buyer inspections.

### Scope of service:

- secure indoor storage
- presentation of the Vehicle to prospective buyers
- coordination of viewing appointments
- facilitation of independent third-party inspections

### Storage fee:

- **€ 300 net per month**

The storage fee is payable monthly in advance.

### Storage limitations:

- The Consultant does not assume custody in the legal sense of a warehouse operator (“Lagerhalter”).
- Storage is provided solely as an ancillary service in connection with this sales mandate.
- No insurance coverage is included unless expressly agreed in writing.
- The Seller remains responsible for maintaining valid vehicle insurance at all times.
- The Consultant is not liable for loss or damage unless caused by intent or gross negligence.

#### **Inspections during storage:**

- Access is strictly by appointment.
- Mechanical or technical inspections may only be performed by third parties appointed by the Seller or Buyer.
- The Consultant does not perform mechanical inspections or certify technical condition.

#### **Termination of storage:**

Either Party may terminate the storage arrangement with **14 days’ written notice**.

Upon termination of this sales mandate, the storage arrangement shall automatically end unless otherwise agreed.

### **§11 Seller Declarations**

The Seller confirms and warrants:

- lawful ownership of the Vehicle
- unrestricted authority to sell
- absence of liens or encumbrances
- accuracy and completeness of all information provided
- disclosure of known defects and modifications

The Seller remains solely responsible for all supplied information.

### **§12 No Guarantee of Sale**

The Consultant does not guarantee:

- successful sale
- specific sales price
- defined sale period

The Consultant’s obligation is limited to professional verification, marketing and facilitation services.

### **§13 Liability Limitation**

The Consultant shall not be liable for:

- incorrect or incomplete information provided by the Seller
- hidden defects or undocumented alterations
- mechanical condition or usability
- originality beyond visible documentation

Each Party remains responsible for its own due diligence.

### **§14 Confidentiality**

All non-public information, including pricing, documentation and buyer identities, shall be treated confidentially by both Parties.

### **§15 Governing Law & Jurisdiction**

This Agreement shall be governed exclusively by **German law**.

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

### **§16 Final Provisions**

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

This Agreement constitutes the entire agreement between the Parties.

#### **Place, Date**

Seller: \_\_\_\_\_

Car Promotion – Maikel Lemke: \_\_\_\_\_