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Private Sales on the Internet

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Private Sales



What is a private sale?

- Legally, a private sale occurs when a private adult sells an item or object to another private individual or a dealer. It doesn't matter whether the buyer is also a private individual or a dealer.

- The standard purchase agreement applies according to the provisions of Sections § 433 of the German Civil Code (BGB) – these are no different from a commercial sale.

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Most popular sales platforms for private sellers

The most popular sales portals for private sellers in Germany are:

- **Amazon** (The Amazon marketplace offers a sales platform for used items.)
- eBay & **eBay Kleinanzeigen** (The most popular sales portal for private sellers.)
- **Facebook Shop**
- **Google Shopping**
- **Hood**
- **Yatego**
- **Avocadostore**
- **Vinted**
- **Markt.de**
- **Quoka**
- **Momox**

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Choosing the Right Online Marketplace

- When selecting suitable sales platforms, you should consider factors such as :
  - reach,
  - Target audience,
  - Fee structure,
  - User-friendliness,
  - Payment options.

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- Comparing the major sales platforms can help you find the ideal solution for your offering.

Seller Account Security



- To keep your sales secure, it's important to follow some best security practices. Always use strong and unique passwords for your accounts and avoid reusing passwords across platforms.
- If possible, use PayPal as a payment method, as this provides additional protection against payment defaults.
- Specific platforms, such as eBay Classifieds, recommend closely following the platform's security guidelines and handling personal information with caution to increase your security as a seller.

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Private Sales and Warranty (Liability for Defects)

- This means: As a private seller, warranty regulations apply to you, and you are responsible for any defects. As a seller, you guarantee that the goods are free of material defects, or you must state them in the description.
- However, you can exclude the warranty in the case of private sales if no function (guaranteed in the product description) is missing or fraudulently concealed.
- These are hidden defects that sellers are unaware of. They are legally liable for these, even if they are not at fault. However, they can protect themselves against this by only offering their goods with a liability exclusion.
- Suitable clauses for exclusion of liability: "Private sale, excluding any warranty for material defects.“ or "I exclude any liability for material defects."

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Private Sales and Right of Withdrawal

- The right of withdrawal only applies to sellers acting as entrepreneurs in distance selling transactions (online sales portals) or door-to-door sales.

- **As a private seller, the right of withdrawal does not apply to you.** Sales by private individuals are not considered distance selling.

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Private Sales and Exchange Rights

- If you, as the seller, have excluded the warranty, the buyer has no right to exchange the item.

- If the warranty is valid, you have three initial opportunities to remedy the defect:
  - The buyer can exchange the item and, under certain circumstances, claim damages.
  - If the defect cannot be remedied and the warranty is still valid, you must refund the purchase price and take back the item.

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Thanks for your attention

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