

# BCAuto Enchères

## GENERAL TERMS AND CONDITIONS Automotive Professionals

### RECITALS

BCAuto Enchères, a business corporation (French SAS) with capital of €1,000,000, registered on the Créteil Trade and Companies Register under number 442 633 111, having its registered offices at 5 rue Charles de Gaulle in Alfortville (94140), specialises in the organisation, implementation and running of voluntary public auction sales of vehicles, in accordance with the provisions of Articles L. 321-4 et seq. of the French Commercial Code.

BCAuto Enchères thus acts as agent of the Seller Owner of the Vehicle or the representative thereof. BCAuto Enchères is thus not the owner of the Vehicles for which it organises, implements and runs the Public Auction. BCAuto Enchères may not, under any circumstances, be held liable for any obligations incumbent upon the Owner of the Vehicle in its capacity as Seller.

In its capacity as organiser, BCAuto Enchères shall be bound by an obligation to apply due care both vis-à-vis the Seller Owner and the Purchaser as regards the organisation and implementation of Public Auctions and in particular the security of Public Auctions.

IN FURTHERANCE WHEREOF, THE GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS:

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## 1. Definitions

**Purchaser** means the highest Bidder, subject to having reached the Reserve Price, acknowledged by the auctioneer of the Auction in which it took part.

**Technical Assessment** means the visual inspection, without any dismantling, of the overall appearance of the engine, mechanical parts and tires, and a dynamic test limited to 300m. The Technical Assessment does not include, without limitation, a check of the following parts: Injectors, Turbo, Cylinder Head, Flywheel, Particle Filter, Silent Block, Catalyst, Gear Box, etc. In addition, the dynamic test is limited to 300m, so only the first three gears are used.

**General Terms and Conditions** means these general terms and conditions of BCAuto Enchères as accepted by the Automotive Professional upon its Registration and upon each connection to the BCAuto Enchères website.

**Specific General Terms and Conditions** means the general terms and conditions specific to certain specific Options selected by the Automotive Professional.

**Bidder** means any Automotive Professional who has completed Registration and takes part, using a personal, confidential code, in a Public Auction organised by BCAuto Enchères.

**Registration** means the registering of an Automotive Professional with BCAuto Enchères for the purposes of taking part in the auctions organised by BCAuto Enchères.

**Opening Bid** means the starting price of the auction. The Opening Bid is different from the Reserve Price.

**Option** means the additional services and/or options that the Automotive Professional can opt to take out with BCAuto Enchères, subject to unreserved acceptance of the Specific General Terms and Conditions applicable to the selected Option.

**Photo Pack** means the photographs taken at BCA premises of a Vehicle purchased at an Auction organised by BCAuto Enchères.

**Reserve Price** means the minimum price set by the Seller Owner, below which the property may not be sold.

**Automotive Professional** means professionals carrying on, in particular, a regular business of automotive trade, repair, or import-export.

**ELV Accredited Professional** means Automotive Professionals carrying on a business of used-parts dealing, demolition and crushing. Within the meaning of Articles R543-162 to 164 and 165 of the French Environmental Code, of the decree of 4 February 2011 and of the order of 2 May 2012, this means solely the holders of the ELV accreditation granted by a Prefectorial order and valid for one year authorising the destruction of vehicles.

**Seller Owner** means the owner of the Vehicle covered by the public auction mandate received by BCAuto Enchères.

**Vehicle** covers Second-Hand Vehicles, Electric Vehicles, Damaged Vehicles, Broken-down Vehicles, "€50 Opening Bid" Vehicles and End-of-Life Vehicles.

**Second-Hand Vehicle** means any passenger motor vehicle that is not in new condition within the meaning of Article 298(e) of the General Tax Code and put on sale by the Seller Owner by means of a mandate given to BCAuto Enchères.

**Damaged Vehicle** means any damaged motor vehicle, whether or not it is capable of running.

**Broken-down Vehicle** means any motor vehicle not capable of running, other than Damaged Vehicles.

**End-of-Life Vehicle (ELV)** means any motor vehicle destined for demolition.

**“€50 Opening Bid” Vehicle** means any motor vehicle whose opening bid is €50.

**Offsite Vehicle** means any Vehicle that is not kept at a BCA site.

**Public Auction** means the voluntary public auction sales referred to in Articles L. 321-1 et seq. of the French Commercial Code, organised by BCAuto Enchères either in-room or online on the Website [www.bcautoencheres.fr](http://www.bcautoencheres.fr).

## 2. Purpose of the General Terms and Conditions

The General Terms and Conditions define the conditions pursuant to which BCAuto Enchères organises and conducts the Auctions of Vehicles on its website [www.bca.com](http://www.bca.com).

These General Terms and Conditions shall supersede and prevail over any other condition or document issued by the Automotive Professional or BCAuto Enchères and concerning the same purpose.

## 3. Running of Public Auctions

### 3.1 - Notice of Public Auctions

Each Auction is preceded by a notice in accordance with regulations in force. The display on the BCAuto Enchères website, [www.bca.com](http://www.bca.com), of the photographs and descriptions of Vehicles, prior to each Auction or even during the course of auctions, is considered notice in compliance with legal requirements.

### 3.2- Access to Auctions - Start of Auctions

Auctions conducted electronically are only open to Automotive Professionals whose Registration has first been validated by BCAuto Enchères.

BCAuto Enchères reserves the right to deny any non-registered Automotive Professional access to Auctions and to request any additional information or documents before validating its Registration, as defined in clause 4.

BCAuto Enchères also reserves the right to suspend access to Auctions at any time by an Automotive Professional who has not yet provided any additional information or documents.

The Automotive Professional acknowledges being informed that certain Auctions are held only for ELV Accredited Professionals and that, as it does not have such status, it is not authorised to access such Auctions.

The auctioneer appointed for an Auction session opens the Auction session.

An Automotive Professional may take part in an Auction session at any time between the opening of the session by the Auctioneer responsible for the Auctions and the end of the Auction session declared by the Auctioneer.

An Automotive Professional may either submit an absentee bid prior to the start of the Auctions online during the Auction session.

When accessing the Auctions, the General Terms and Conditions in force are unconditionally approved by the Automotive Professional by any means, including electronically.

### 3.3 - End of Auctions, Award and Transfer of risks

The auctioneer appointed for the Auction notes the highest and last electronic bid recorded by the computer server and designates the highest Bidder as Purchaser, provided that the Reserve Price is reached.

In the event of an absentee bid in an amount equal to the bid made in-room or online during the Auction session, the Automotive Professional acknowledges being informed that the bid made online during the Auction session shall always have priority over an absentee bid submitted before the start of the Auction. Where the Reserve Price is reached, the sale is then completed and the Purchaser shall assume all obligations as the professional buyer, in particular the obligation to pay the price as determined by the Auction.

Risks are transferred to the Purchaser upon the award.

When the Reserve Price is not reached, BCAuto Enchères is authorised to purchase the vehicle at this price for the benefit of the Seller Owner.

The auctioneer appointed for an Auction session announces the closure of the Auction session.

### 3.4 - Title retention

Title to the Vehicle being sold shall only be transferred after full payment of the price to BCAuto Enchères in accordance with Article L 321-14 of the French Commercial Code.

The full payment of the price then results in the delivery of the Vehicle and/or documents to the Purchaser. In any event, the administrative documents shall be delivered by post to the Purchaser's address within 15 days (unless otherwise decided) of payment of the price.

When the Vehicle documents are not sent to the Purchaser within 30 days following the payment of the vehicle, the Purchaser can open a claim. In such a case, no cancellation fee will be required to the Purchaser and the transport cost will be in the charge of BCAuto Enchères.

If the vehicle ownership must be done, the timing can be longer.

Pursuant to Article L. 321-14 of the French Commercial Code, if the Purchaser fails to pay for the Vehicle, as duly noted 7 days after receiving and failing to act upon notice, the vehicle shall be placed on sale again on the basis of irresponsible bidding.

If the Seller Owner does not put the Vehicle back on sale by BCAuto Enchères within three (3) months of the award, the sale shall be automatically cancelled without prejudice to any damages that may be sought from the defaulting Purchaser.

Without prejudice to the preceding paragraph, the defaulting Purchaser irrevocably undertakes to pay the cancellation fees and penalties referred to in Appendix 1, without prejudice to any damages payable to compensate for the loss suffered by the Seller Owner.

In case of cancellation of the sale for any reason whatsoever, BCAuto Enchères reserves the right:

- To temporarily or permanently suspend the account of the Automotive Professional and its access to Auctions,
- And to apply the principle of legal set-off before returning the price paid.

### 3.5- Specific features of online Auctions

Auctions organised by BCAuto Enchères on its website [www.bca.com](http://www.bca.com) only concern Vehicles.

BCAuto Enchères sells vehicles one by one and not in bulk.

BCAuto Enchères reserves the right to withdraw before and after the start of auctions any Vehicle in respect of which there is a potential or actual claim or dispute.

The Automotive Professional shall be responsible for having compatible technical equipment and hardware enabling it to access online Auctions.

BCAuto Enchères shall not, under any circumstances, be liable for any damage that may occur to the technical equipment and hardware of the Automotive Professional as a result of accessing online Auctions, as notified in clause 17.

BCAuto Enchères shall in no way be held liable for any malfunction, quality defect or suspension of service. The Automotive Professional shall not be entitled to any compensation in case of any interruption of the website for any reason and duration whatsoever.

Even if it acts as an intermediary, an Automotive Professional Bidder is deemed to act for its own account and shall be personally liable.

The display of bids on the screen can be delayed in relation to universal time, depending on the Automotive Professional Bidder's software configuration.

Notwithstanding the foregoing, BCAuto Enchères reserves the right to refuse any bid which seems doubtful, for any reason whatsoever.

BCAuto Enchères also reserves the right to suspend access to online Auctions, at any time including during an auction session, when the Automotive Professional behaves in an irrational manner.

The Seller Owner is not authorised to bid for a vehicle it owns. Similarly, the Automotive Professional or ELV Accredited Professional undertakes not to directly contact the Seller Owner, at any time and for any reason whatsoever, without the prior, written, express consent of BCAuto Enchères. Otherwise, the account of the Automotive Professional or ELV Accredited Professional shall be permanently suspended.

As necessary, BCAuto Enchères specifies that public auctions of movable properties by remote electronic means are explicitly excluded from the scope of the right to withdraw (Article L121-21-8 of the French Consumer Code). Consequently, each bid placed and each award is final. A Purchaser who refuses to fulfil its obligations may be subject to a claim for damages and may be immediately and

permanently excluded from the website, without prejudice to the penalties and costs provided for in Appendix 1.

## **4. Registration**

Any registration shall render these General Terms and Conditions enforceable against any Bidder and any Purchaser.

### 4.1 – General rules

Any Automotive Professional wishing to take part in auctions organised by BCAuto Enchères must first register online on [www.bca.com](http://www.bca.com), by submitting the following documents:

- Excerpt of its entry on the Trade and Companies' Register issued within the last 3 months or written proof of business registration
- A photocopy of the ID card or passport of the legal representative
- If needed, any power of attorney given to the bidding person, signed by the legal representative
- A valid intercommunity VAT number
- If needed, the "Confirmation of Alternative Delivery Address" document, attesting that the delivery address is different from the main company address

Once the online registration form received, BCAuto Enchères contacts the Automotive Professional within 24h to complete and validate the Registration. And once all required information and documents are shared, BCAuto Enchères provides a training to the Automotive Professional, related to the general use of the online websites and sales. A personal and confidential login is provided by email, which allows the Automotive Professional to bid or buy.

### 4.2 – Specific case of ELV Automotive Professional

Any Automotive Professional having status as ELV Accredited Professional shall, in addition to the above-mentioned documents, provide a certified copy of its annual ELV accreditation.

The ELV Accredited Professional undertakes to provide its accreditation each year.

Otherwise, its account may be temporarily suspended, pending presentation of the document, or permanently suspended.

In any event, BCAuto Enchères reserves the right, when appropriate, to ask for any further information prior to validating a Registration or after the Registration.

Failing any document requested by BCAuto Enchères, the account of the Automotive Professional may be temporarily suspended, pending presentation of the document, or permanently suspended.

After the first purchase of the Purchaser, BCA will contact him and provide a comprehensive after-sales support over the phone to ensure the vehicle can be made quickly available for pick-up or delivery.

## 5. Online access to [www.bca.com](http://www.bca.com) suspended

Notwithstanding any duly validated Registration, BCAuto Enchères reserves the right to temporarily or permanently suspend the Registration and related access to the French and European Auctions for the following reasons including, but not limited to:

- Failure to communicate or provide any document requested by BCAuto Enchères (including the certified copy of the annual ELV accreditation)
- Failure to pay more than 7 days after being given formal notice to this effect,
- Invoice debt of more than 300€ of payments overdue for a period greater than 30 calendar days.
- Improper behaviour towards BCAuto Enchères staff,
- Disclosure of the personal and confidential code to third parties,
- Proven or suspected fraud, false pretence or any unlawful behaviour,
- Contact with a Seller Owner,
- Irrational behaviour.

BCAuto Enchères shall inform the Automotive Professional of the suspension of its account by any means.

In case the Purchaser would pay the Invoice debt of more than 30 calendar days, unblocking fee will be applied as notified in Appendix 1, if BCAuto Enchères decided to unblock the access to the online website [www.bca.com](http://www.bca.com).

## 6. Vehicle description

BCAuto Enchères commits to provide the following information listed here below on Vehicles for sale on [www.bca.com](http://www.bca.com) and located on its sites.

### 6.1 – Vehicle basic description

Make

Model

First Year of Registration

Odometer Reading

Gearbox Type

Fuel/Energy type

Color of the Vehicle

Number of seats

Number of doors

Previous usage of the car

Margin Regime of the car

Battery full purchase or battery leasing on Electric Vehicles

Presence or absence of vehicle documents at the moment of sale

### 6.2 - A list of the vehicle equipment.

### 6.3 - A set of commercial pictures.

### 6.4 – Availability or not of the history service book

When the information is recorded digitally, a picture of the dashboard screen, displaying the service history information, will be provided.

### 6.5 – Availability or not of the second key.

If important information must be shared during an auction by an auctioneer, it will also be shared in the local language of the BCA auction being purchased from and English, both verbally and in writing. If there is a risk that the information is not understood, the vehicle will not be sold and will be re-entered for auction in a later sale event.

## 7. Vehicle condition

Any Vehicle is offered for sale ‘as is’ with the original administrative documents, i.e.:

- The registration certificate
- The certificates of the administrative status issued within the last two months and free of any pledge

A certificate of administrative status shall only reflect the administrative status of a vehicle on the day of its issuance.

It is further specified that companies financing the purchase of a motor vehicle have a period of three months from the first entry into service of said vehicle, within which to register a pledge on the register kept for this purpose by the Prefect's Office (Decree No. 53-968 of 30 September 1953) in order to secure payment of the loan.

Consequently, the Purchaser, acting in its capacity as a professional, is fully informed that a pledge may be registered on a vehicle after the sale.

The Purchaser irrevocably waives all and any action against BCAuto Enchères on this account.

The Vehicles stored at BCAuto Enchères centres undergo a Technical Assessment, except for “€50 Opening Bid” vehicles, Damaged Vehicles, Broken-down Vehicles, and End-of-Life Vehicles.

The Technical Assessment provides a limited technical visual control on vehicles. The information contained in the report is based on observations made by the member of BCA technical staff at the time of the inspection.

Pictures of potential damages identified on both interior and exterior of the vehicle are also available.

Vehicles located outside BCAuto Enchères centres may have other descriptive documents made available by the Seller Owner, without any warranty from BCAuto Enchères.

## 8. Payment of vehicles

After the sale, the Purchaser shall receive its invoice by email. It must then pay the amount of the Award, plus any selling costs, by bank transfer within **2 working days of the sale**.

The price list applicable to selling costs is the one included as Appendix 1 hereto, in force upon the opening of the auction session.

Once payment has been made, the issue voucher of the Vehicle shall be sent by email.

Administrative documents will be delivered by post, with acknowledgement of receipt, to the Purchaser's address when the vehicle will be collected.

BCA will issue a first payment reminder on the 3th calendar day after the invoice, and a 2nd payment reminder on the 5th

calendar day after the invoice. In case the Buyer fails to execute the payment within 7 calendar days following the day of invoice, BCA reserves the right to cancel the sale and automatically block the account of the Purchaser and to invoice cancellation fees as mentioned in Appendix 1.

## 9. Automatic Delivery service

An Automotive Professional has the possibility of subscribing the Automotive Delivery service, in which case it instructs BCAuto Enchères to organise delivery of the Vehicle.

This service is governed by the [Specific General Terms and Conditions of Automatic Delivery](#) and to find out more about the costs and conditions applicable to the Automatic Delivery Service, the Automotive Professional should refer to it.

In case the Automotive Professional has subscribed to this service, acceptance of these General Terms and Conditions will be deemed acceptance of the Specific General Terms and Conditions for the Automatic Delivery Service.

If the Purchaser delivery address is different from its standard company address, the Purchaser must complete the relevant document "Confirmation of Alternative Delivery Address".

## 10. Pickup of vehicles

Pickup of the Vehicle may only take place after full payment of amounts due.

Pick-up fee are applied on the Vehicle invoice as mentioned in Appendix 1.

Under this condition, the Purchaser alone shall assume full responsibility for collecting the Vehicle, at its own risks, particularly as regards its insurance obligations and compliance with the French highway code (Code de la route). Any carrier or person not having an issue voucher and/or waybill (CMR) and/or the appropriate equipment for loading the Vehicle, especially for Damaged Vehicles, Broken-down Vehicles, "€50 Opening Bid" Vehicles and End-of-Life Vehicles, shall be denied access to the Vehicle. BCAuto Enchères may not be held liable for any damage whatsoever, howsoever caused, during pickup.

**Vehicle pickup must take place within 7 days of the date of sale (9 days when the vehicle is sold outside France).** In addition, parking fees shall be charged per additional day of custody in accordance with the price list in Appendix 1 of the General Terms and Conditions.

Each time a third-party carrier has to pick up a vehicle, it has to announce his coming to the BCAuto Enchères site, by email minimum 24h hours before (email address available on the Release document), providing the Vehicle plate number and the release document in attachment.

In any event, an Automotive Professional failing to collect a Vehicle paid for within 15 days of receiving and failing to act upon notice given by registered letter with acknowledgment of receipt irrevocably gives BCAuto Enchères power of attorney to put the said Vehicle on sale, without any Reserve Price. In such a case, BCAuto Enchères undertakes to return

to the Purchaser who has not picked up the Vehicle, the balance of the price of the auctioned vehicle, minus -by way of legal set-off- the fixed selling, parking and cancellation costs as defined in Appendix 1, without prejudice to any damages. No Compensation may be claimed by the Purchaser.

Save in case of a force majeure event as defined by French law and case law, the Purchaser may request the cancellation of the sale by registered letter with acknowledgment of receipt where BCAuto Enchères is unable to deliver the Vehicle. In such a case, BCAuto Enchères undertakes to refund the price paid by the Purchaser. No Compensation may be claimed by the Purchaser.

## 11. Photo Pack

### 11.1 - General rules

In the context of Auctions organised by BCAuto Enchères, only Vehicles (except for Vehicles excluded from the Photo Pack, as defined in article 11.2 below) stored at a BCAuto Enchères site can be photographed for inclusion in a Photo Pack.

Vehicles for which a Photo Pack is available are indicated with a camera pictogram beneath the photo of the Vehicles concerned in the sales catalogue.

Advertisements concerning "€50 Opening Bid" Vehicles and vehicles of a size equal to or in excess of L1H1 do not include a camera pictogram indicating the availability of a Photo Pack, because of technical constraints. However, Vehicles stored at a BCAuto Enchères site can be photographed for inclusion in a Photo Pack that can be accessed and downloaded by the Purchaser in accordance with the terms and conditions set out in these General Terms and Conditions.

Conversely, the Automotive Professionals acknowledges that they have been informed and accept that there is no Photo Pack available for download for Vehicles excluded from the Photo Pack option, as defined in article 11.2 below.

For each Vehicle for which an Automotive Professional is acknowledged as the Purchaser, the latter will have the possibility of obtaining and using a Photo Pack for the Vehicle concerned, to be used in the context of reselling the Vehicle to their own customers.

The possibility of obtaining and using a Photo Pack is reserved for Automotive Professionals who are customers of BCAuto Enchères and who have accepted these General Terms and Conditions unreservedly.

The Automotive Professional acknowledges that they can only obtain and use a Photo Pack concerning a Vehicle of which they have been declared the Purchaser and not any other.

The Photo Pack is provided at no additional cost in relation to the Sale prices set out in Appendix 1.

As a consequence, the Automotive Professional acknowledges that the absence of a Photo Pack for Vehicles excluded from the Photo Pack (cf. 11.2) or the failure to provide a Photo Pack for any reason whatsoever, cannot justify any reduction in the Sale prices, which will remain those detailed in Appendix 1 and which the Automotive Professional undertakes to pay for each winning bid, notwithstanding the failure to provide a Photo Pack.

BCAuto Enchères is obliged only to use its best endeavours with regard to communicating the contents in the Photo Pack.

BCAuto Enchères cannot be held responsible for any quality defect or deterioration in the quality of the contents of the Photo Pack.

### 11.2 - Vehicles excluded from the Photo Pack

It is expressly noted that Vehicles excluded from the Photo Pack are "Offsite Vehicles", "Damaged Vehicles" and "Broken-down Vehicles". Vehicles excluded from the Photo Pack are not photographed by BCAuto Enchères, with the result that BCAuto Enchères cannot provide a Photo Pack for these Vehicles. For the Automotive Professional's information, advertisements for Vehicles excluded from the Photo Pack do not include a camera pictogram beneath the photo of the Vehicle concerned in the sales catalogue. The Automotive Professional therefore acknowledges that they cannot demand or obtain a Photo Pack for Vehicles excluded from the Photo Pack nor request or obtain a reduction on the Sale prices, which will remain those detailed in Appendix 1.

### 11.3 – Downloading the Photo Pack

The Photo Pack consists of several electronic files, corresponding to the photographs of the Vehicle, which are accessible and can be downloaded, by and at the sole discretion of the Automotive Professional, from their online account "My account", which is accessible on the website [www.bca.com](http://www.bca.com).

The Automotive Professional acknowledges that they have been informed and have accepted that the Photo Pack contains at least 6 (six) photographs of the Vehicle concerned.

The Automotive Professional acknowledges that they cannot request and/or obtain a higher number of photographs than that indicated above.

The quality of the contents of the Photo Pack depends on the technology used on the BCAuto Enchères site concerned.

The contents of the Photo Pack will be of sufficient quality to be downloaded, saved, stored and subsequently used at a reasonable level. The Automotive Professional acknowledges that they cannot demand a minimum quality or specific format for the contents of the Photo Pack, which they undertake to download, save, store and use in the format and on the basis of the quality provided.

The Automotive Professional shall be solely and exclusively responsible for saving and/or storing the contents of the Photo Pack on any appropriate medium.

The Automotive Professional acknowledges that they have been informed, and declares that they have accepted, that the contents of the Photo Pack can be downloaded for a maximum period of three months from the date on which they are declared the purchaser of the Vehicle concerned. After this time, the contents of the Photo Pack will no longer be available.

Should the Automotive Professional not have downloaded the contents of the Photo Pack within the period indicated above or more generally, should they not have saved or stored the contents of the Photo Pack within the three-month period, they acknowledge that they will no longer be able to access or download the contents of the Photo Pack on any basis whatsoever and have no right to any compensation whatsoever.

### 11.4 – Right to use the contents of the Photo Pack

Notwithstanding the fact that they may be downloaded by the Automotive Professional, the contents of the Photo Pack are and shall remain the exclusive property of BCAuto Enchères, which reserves the right to add any wording and/or watermark recording its ownership on the contents of the Photo Pack.

BCAuto Enchères grants the Automotive Professional a right to use the contents of the Photo Pack, limited to the presentation of the Vehicle on any medium of its choice (website or third-party website, internal catalogue, etc.) for sale to its own customers. Any other use is prohibited without BCAuto Enchères' prior consent in writing.

The usage right thus granted to the Automotive Professional is non-exclusive and limited to strictly personal use without any entitlement to assign, transfer or make it available to any third party whatsoever, by any means whatsoever, either free of charge or for consideration.

The Automotive Professional undertakes not to modify any or all of the contents of the Photo Pack by any means whatsoever, including but not limited to the electronic files, reference to BCAuto Enchères' rights of ownership added to the contents of the Photo Pack, etc.

### 11.5 - Interruption and temporary or permanent suspension of the Photo Pack service

BCAuto Enchères reserves the right to interrupt or suspend the Photo Pack service temporarily or permanently, at any time and without giving a reason.

BCAuto Enchères will inform the Automotive Professional accordingly by any means.

The Automotive Professional must accept any interruption or temporary or permanent suspension of the Photo Pack

service for any reason and duration whatsoever, without any right to compensation or reduction in the Sale prices as detailed in Appendix 1.

## 12. Reservations and Claims after the Auction

Each bid placed and each award is final and no complaint of any nature shall be accepted after the award.

Any reservations made as regards the Vehicle must be indicated in writing, when picking up the Vehicle, on the issue voucher or waybill.

Otherwise, the Purchaser shall be deemed to have unconditionally accepted the Vehicle and shall not be entitled to make any complaint whatsoever.

If reservations are mentioned on the issue voucher or waybill, **the Purchaser shall have a maximum of 48 hours** from the pickup of the Vehicle to make its complaint to BCAuto Enchères. If it fails to do so, it shall be deemed to have waived the reservations mentioned at the time of the Vehicle pickup. When the Purchaser subscribes to the Direct Automotive Delivery service, **he shall have a maximum of 24 hours** following the receipt of the vehicle to open a claim.

BCAuto Enchères commits to confirm the good receipt of the claim within 24 hours after it has been opened and to provide a first answer within 5 opening days.

Only complaints respecting the above provisions shall be considered, provided that:

- Claims are opened through the online registration form,
- They concern elements not mentioned by the auctioneer or the description form of the Vehicle or on the Technical Assessment or other documents,
- A photograph of the mileage counter is provided, without exceeding 50 additional km vs the mileage announced during the sale,
- The vehicle stays in same condition as picked up or delivered. No claim will be accepted following rework on the vehicle or resale of the vehicle.

BCAuto Enchères will not consider complaints relating to vehicles:

- With mileage in excess of 180,000 km
- That are more than 10 years old
- Sold as Damaged, non-running and End-of-Life Vehicle (ELV)

Claims relating to technical or bodywork elements, estimated at an amount less than € 350 excluding tax, are not eligible.

For vehicles stored in BCAuto Enchères centres and having a Technical Assessment, only complaints concerning gross or blatant errors of description shall be considered. In any event, mechanical problems and wearing parts shall not be taken into account. It should be noted that the technical assessment does not constitute a guarantee.

If the outcome of the claim implies any payment from BCAuto Enchères to the Purchaser, this payment will occur within 4 working days after the confirmation of the claim submission outcome to the Purchaser.

## 13. Sales within / outside the EEC

To obtain an invoice excluding VAT (ex-VAT), the Purchaser concerned must use a third-party carrier and a freight forwarder for customers outside the EEC. An invoice ex-VAT shall only be possible against delivery of a CMR upon pickup. The third-party carrier must be able to furnish proof of its activity and accreditation. BCAuto Enchères reserves the right to refuse a CMR.

The Vehicle documents shall be kept until all payments related to the purchase are completed and all the following documents are provided:

- Last original copy of the CMR bearing the stamps of BCAuto Enchères, the carrier and of the Purchaser,
- Customer declaration,
- Transport insurance policy or transport invoice,
- For non-EU purchaser, the EX1.

Without those documents, the Purchaser must pay for its purchases inclusive of VAT and directly contact the tax authorities of its country to recover the VAT.

If the Purchaser wishes to obtain the Vehicle documents at the time of pickup, it must pay the amount of VAT. This VAT deposit shall be refunded upon receipt of the proof of export.

If the Purchaser delivery address is different from its standard company address, the Purchaser must complete the relevant document "Confirmation of Alternative Delivery Address". Please note that this alternative address must be in the same country as the Purchaser company address. By signing this document, the Purchaser confirms and agrees that:

- All vehicles and related documents/accessories must be delivered to the alternative address,
- The alternative address is controlled or managed by the Purchaser, or by an agent under instruction of the Purchaser and is able to safely and securely take delivery of motor vehicles,
- He takes full responsibility of all vehicles after delivery has been fulfilled to the specified receiving address.

## 14. Special cases: Damaged Vehicles, "€50 Opening Bid" Vehicles, Broken-down Vehicles, End-of-Life Vehicles and Electric Vehicles

Any Vehicle offered for sale as Damaged Vehicles, "€50 Opening Bid" Vehicles, Broken-down Vehicles and End-of-Life Vehicles shall be sold 'as is', without any Technical Assessment.

Access to the sale of ELVs is limited solely to ELV Accredited Professionals.

When selling Damaged Vehicles, "€50 Opening Bid" Vehicles and End-of-Life Vehicles, some vehicles are subject to a French VE procedure (for damaged vehicles) or a French VEI procedure (for economically non-repairable vehicles).

**Vehicles subject to these procedures can only be re-registered in France after approval of the repairs by an accredited appraiser.**

The ELV Accredited Professional undertakes to comply with and warrants BCAuto Enchères that it complies with any legislation or regulation or any applicable environmental standard with respect in particular to the demolition of any vehicle, such that BCAuto Enchères shall not be held liable therefor, on any account.

The ELV Accredited Professional undertakes to immediately provide BCAuto Enchères with any certificate of demolition of a vehicle sold by Auction.

In regards of Electric Vehicles subject to Battery Leasing Contracts, along with the payment and as soon as the vehicle is purchased, the Purchaser acknowledges the responsibility to take over the leasing agreement of the vehicle and undertake all necessary steps to formalize the transfer of ownership to his name.

## 15. Warranties

The Seller Owner does not give any warranty for any reason or grounds whatsoever. In particular, the warranty against latent defects provided for by Articles 1641 et seq. of the French Civil Code is excluded, as the Seller Owner and Automotive Professional are both professionals in the same speciality within the meaning of French case law.

In its capacity as agent of the Seller Owner, BCAuto Enchères cannot be required to give any warranty concerning the Vehicle sold by auction.

## 16. Limitation of Liability

BCAuto Enchères is a company organising voluntary public auctions of movable assets. In this capacity, it is responsible for the security, legality and smooth running of the Auctions it organises, in accordance with Articles L.321-5 and L.321-17 of the French Commercial Code.

In this context, BCAuto Enchères is bound by an obligation to apply due care. In any case, BCAuto Enchères's liability is limited to that of its business as provided for by law, i.e. the security and legality of the organisation and implementation of vehicle auctions.

Outside the above-mentioned legal framework, BCAuto Enchères may not be held liable, in any respect whatsoever, for any direct or consequential property damage, non-pecuniary loss or bodily harm of any kind whatsoever caused to an Automotive Professional as part of a Public Auction on the website [www.bca.com](http://www.bca.com)

In accordance with Article L.321-17, the appointed auctioneers acting within the framework of Auctions organised by BCAuto Enchères, shall be jointly and severally

liable with BCAuto Enchères for the content of the product catalogue.

## 17. Technical and computer security

BCAuto Enchères cannot, under any circumstances, be held liable for any incident, damage, deterioration or event that may occur as a result of access to the Auctions and the fact of downloading, saving, storing or using the contents of the Photo Pack by the Automotive Professional.

Similarly, BCAuto Enchères cannot, under any circumstances, be held liable for any technical difficulty, including but not limited to any compatibility problems associated with programs, electronic files and data provided or communicated by BCAuto Enchères with the Automotive Professional's technical and IT environment. The Automotive Professional bears sole and exclusive responsibility for their technical or IT environment. It is their responsibility to maintain and/or obtain any software, program or technical or IT component that allows them to access the Auctions and to download, store and use the contents of the Photo Pack. The Automotive Professional declares and warrants to BCAuto Enchères that they only use software, programs and technical or IT components for which they lawfully hold all the necessary rights or licences.

The Automotive Professional bears sole and exclusive responsibility for their IT security, for which they undertake to implement all the necessary tools to detect, process and delete any harmful software, program or technical or IT component, including any software, program or technical or IT component that might affect the services provided by BCAuto Enchères, including the contents of the Photo Pack.

In any event, BCAuto Enchères cannot be held liable for any incident, damage, deterioration or event of any kind whatsoever, affecting the technical or IT environment of the Automotive Professional.

## 18. Insurance

BCAuto Enchères certifies that it has taken out an insurance policy covering all the actions and missions it performs in the course of its business as organiser of voluntary public auctions of second-hand vehicles.

Any Purchaser warrants BCAuto Enchères that it has taken out all and any insurance policies necessary for its business and more particularly to cover the Vehicles from the award through to their pickup.



## 19. Intellectual Property

BCAuto Enchères remains the owner of all of its information, tools, systems, software, documentation, data, databases, trademarks, stories and other Intellectual Property Rights used for the organisation of Public Auctions. Consequently, the descriptions and reproductions featured on the site are the property of BCAuto Enchères and may not be reproduced for commercial purposes without the express consent of BCAuto Enchères.

## 20. Law on data protection and civil liberties - Access to personal data

BCAuto Enchères warrants that it complies with its obligations, including those concerning security and confidentiality, under French Law No. 78-17 of 6 January 1978 relative to data protection and civil liberties as amended on 6 August 2004 (law on data protection and civil liberties). In this respect, and in accordance with the law on data protection and civil liberties, any Bidder and Purchaser has a right to access and modify their personal data featured on the Website. Personal computerised files are declared to the CNIL in accordance with legislation in force.

We are committed to protecting and respecting your privacy. Everyone has rights with regard to the way in which their personal information is handled. During the course of our activities we will collect, store and process personal information about our customers, suppliers and other third parties, and we recognise that the correct and lawful treatment of this data will maintain confidence in the organisation and will provide for successful business operations.

The BCAuto Enchères privacy and data protection policy is stated in full online on [www.bca.com](http://www.bca.com).

## 21. General provisions, Governing Law and Jurisdiction

The non-validity or unenforceability of any one of the provisions of the General Terms and Conditions shall not affect the remaining provisions hereof.

For any dispute, only French law is applicable and the Commercial Court of Paris shall have exclusive jurisdiction.

I represent that I have read the General Terms and Conditions of BCAuto Enchères.

Date: \_\_\_/\_\_\_/\_\_\_

Signature and stamp:

## APPENDIX 1

### 1. Award Price

The award price is inclusive of VAT.

### 2. Buyer fees

#### a. VAT

VAT cannot be claimed back on certain vehicles.

For this type of vehicle and pursuant to Article 297 A I of the French Tax Code, VAT is added to the selling costs but cannot be claimed back by the Purchaser (margin-based VAT).

#### b. Auction fees

Fees applied to online sales are equal to 2.6% ex-VAT of the award price including tax per vehicle, with a minimum of €440 ex-VAT (except for "Starting price 50€" and "Non-running" sales with a minimum of €320 ex-VAT, and "ELV" sales with a minimum of €200 ex-VAT).

Fees applied to the European Electric Vehicle sale are equal to 2.6% ex-VAT of the award price including tax per vehicle, with a minimum of €300 ex-VAT.

A flat fee applies for Alphabet France sales of € 105 excluding VAT per vehicle and for Hertz France sales of € 250 excluding VAT per vehicle.

Administration charges of €100 ex-VAT per vehicle apply to vehicles for export.

#### c. Fixed price fees

Fees applied to the sale "Euroshop" are equal to 3% ex-VAT of the fixed price including tax per vehicle, with a minimum of €350 ex-VAT.

A flat fee of €417 ex-VAT per vehicle for other fixed price sales applies.

Administration charges of €100 ex-VAT per vehicle apply to vehicles for export.

### 3. Pick-up fee

A pick-up fee of €15 ex-VAT is added to the vehicle invoice.

### 4. Late-payment penalties

The amount of late-payment penalties is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points.

### 5. Recovery fees

Fixed fee of €40 ex-VAT.

### 6. Cancellation fees

Fixed fee of €500 ex-VAT / Vehicle.

### 7. Unblocking fees to connect [www.bca.com](http://www.bca.com)

Fixed fee of €600 ex-VAT per occurrence.

### 8. Parking fees

The maximum time for vehicle pickup is 7 calendar days from the date of sale. This period is increased by 4 additional days for damaged and non-running cars. Those pickup timings above are also increased by 2 additional days for foreign Purchasers. Thereafter, parking fees shall be charged at the rate of €18 ex-VAT per extra day.