

## 1. Liability of BCA Auto Auktion A/S

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Welcome to BCA! This document aims to help you in your journey with BCA, by setting the rules of the marketplace and the principles of a good working relationship between BCA and the buyer.

Both BCA and the community of trade buyers sourcing their vehicles through BCA are companies which must evolve quickly in a changing environment. Therefore, BCA reserves the right to amend these terms and conditions periodically and you will be notified of the update. Any amendments will reflect progress towards our ambition, which will remain the same: being your preferred source of used cars in Europe, by providing you easy access to the supply in any European country, through a trusted, efficient and transparent marketplace supported by services which are valuable for you.

BCA will never be able to know everything about the vehicles we sell, though we endeavour to discover and communicate all we can. Our three commitments are:

- a) to communicate and share all we know about a vehicle,
- b) to keep improving the level of what we know,
- c) to take responsibility for the information we have shared, should it prove wrong at a later stage

1.1 Regardless of the fact that BCA Auto Auktion A/S is the broker, BCA Auto Auktion A/S provides a guarantee in the event of a defective title liability. This is a service for the buyer at the auction, as a simple guarantor for the buyer's possible claim for compensation based on a defective title liability. However, BCA Auto Auktion A/S's guarantee can never exceed the valuation price of the vehicle purchased at the auction at the time of repossession, but always a maximum of the purchase price paid at the auction, including fees, regardless of whether the buyer may have performed improvements and/or maintenance on the vehicle in question. Defective title means that a third-party has a valid retention of title for an outstanding debt in the vehicle sold at the auction, that the vehicle is stolen, or that the vehicle is encumbered by a lack of availability in the form of a valid registered mortgage deed or chattel mortgage on the vehicle.

1.2 The vendor is obliged to indemnify BCA Auto Auktion A/S for any claim, including interest and costs, made against BCA Auto Auktion A/S.

1.3 The vendor is obliged to redeem and cancel all forms of liability, residual debt and notes that may be registered on the vehicle. BCA Auto Auktion A/S may require external assistance at the expense of the vendor in order to speed up this case handling. The vendor will also be invoiced for internal costs that BCA Auto Auktion A/S may have in connection with the processing of the matter. BCA Auto Auktion A/S has the right to withhold settlement of a vehicle to the vendor until it is documented that liabilities, residual debt and notes have been cancelled from the Registration of Title.

1.4 The vendor and buyer are obliged to notify BCA Auto Auktion A/S if changes occur in the clients VAT registration circumstances, etc. If the client receives a settlement/invoice document that is not in accordance with the facts, the client is obliged to notify BCA Auto Auktion A/S of this so that BCA Auto Auktion A/S can correct the error.

## 2. Auction Types and Definitions

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Vehicles auctions typically fall into one of three categories: Online, Direct Purchase or Physical events.

2.1 In these terms and conditions, the following definitions will apply:

- 2.1.1 **Auction:** The offering of vehicles by BCA for auction, whereby auctions will be held online via the various auction platforms used by BCA and in exceptional cases via physical auctions at BCA premises or nominated third party sites.
  - 2.1.2 **Bid:** The offer amount in local currency or Euros which has been received by BCA for a vehicle and which BCA has confirmed with the bidder.
  - 2.1.3 **Registered User:** User having had a registration process completed and provided with credentials to access the BCA auctions.
  - 2.1.4 **Buyer:** Third party purchasers of vehicles from BCA auctions.
  - 2.1.5 **Fees:** The standard fees for BCA's regular services.
  - 2.1.6 **Auction Price:** The highest bid offered on the Auction made by a Buyer, against which the auction is closed.
  - 2.1.7 **Purchase Price:** The awarded bid (the Auction Price), plus Fees, vehicle registration tax, VAT and any agreed transport costs.
  - 2.1.8 **Vehicle:** Any item presented and displayed by BCA on its auction websites or other sales documentation, or any item sold by BCA, consisting of passenger vehicles, commercial vehicles and other moveable property and components.
  - 2.1.9 **Vendor:** The original owner of the vehicle being offered for sale at the BCA auction.
- 2.2 **Online auctions** are the default method for buying a vehicle at BCA, with all the same information available as a physical auction but are far more convenient to attend. Automotive Professionals must register in advance as a user of BCA's websites, portals or other auction platforms. Registration must be carried out truthfully and only by authorised persons. See section 3 for further details.
- 2.3 **Direct Purchase** is where there is no bidding for a vehicle, but instead a fixed price and a guaranteed option to purchase at the advertised price. This can take the form of the BCA EuroShop or Buy Now.
- 2.4 **Physical** auction events are only available, and open to the public, for vehicles sold as foreclosures/forced sales. These events take place once a month, or when BCA Auto Auktion A/S deems it necessary.

Physical auctions and certain online auctions are conducted by a BCA auctioneer. The auctioneer determines the way the Auction is conducted and is entitled without giving reasons to decline a Bid, declare an Auction invalid or to undertake in other respects everything necessary that he/she deems appropriate for the proper conduct of the Auction.

### 3. Buyer Registration

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- 3.1 Only Automotive professionals can apply for online registration at BCA. Any Automotive professional wishing to take part in auctions organised by BCA must first register by completing and submitting the online registration form. Proxies may also participate in BCA auctions, in the name of and on behalf of the Registered User (by creating different profiles within the account of the registered user on the BCA website). The applicant will be contacted by BCA within 24 working hours after submission, to complete and validate the registration.
- 3.2 BCA will provide any new Registered User with a training on the general use of the platform and functioning of the auctions. A live demonstration will be provided as part of the training through a Webinar or LiveChat. Only once the training has been provided will the access to the auctions be provided to the Registered User.

- 3.3** The validation of this document transparently takes place during the registration process, through a tick-box upon the registration form submission.
- 3.4** The website registration and viewing of the vehicle pages and their offers is free of charge and accessible to everyone. The registration allows the newly Registered Users to also use the Auction service provided by the website. The registration is deemed to be complete when the procedure is performed correctly and a User Name and Password are assigned.
- 3.5** BCA reserves the right, when deemed necessary, to ask for any further information prior to validating a registration or after the registration. Failing to provide any document requested, the account of the Automotive professional may be suspended, pending presentation of the document(s), or permanently suspended.
- 3.6** Once the registration is complete and validated, the Registered User will be able to change the assigned password. Registered Users are required to keep their access data private. Should a Registered User become aware of any unauthorised access or suspect misuse of their details, they must immediately inform BCA. Registered Users who do not meet these reporting requirements are responsible for any unauthorised use of their login details. If the misuse is promptly notified, BCA will activate a password-change procedure, temporarily suspending the account and freeing the Registered User from liability for the misuse of their login details.
- 3.7** After the first purchase of the Registered User (now Buyer), BCA will contact the Buyer and provide a comprehensive after-sales support over the phone to ensure the vehicle can be made quickly available for pick-up or delivery.
- 3.8** Notwithstanding any duly validated Registration, BCA reserves the right to temporarily or permanently suspend the Registration and related access to Auctions for the following reasons including, but not limited to:
- Failure to communicate or provide any document requested by BCA,
  - Failure to pay within 7 days after invoice date,
  - Improper behaviour towards BCA staff,
  - Disclosure of the personal and confidential credentials to third parties,
  - Proven or suspected fraud, on documentations or identify, or any unlawful behaviour,
  - Contact with a Vendor.
- 3.9** BCA shall inform the Automotive Professional of the suspension of its account by any means.

## **4. Vehicle Classification**

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### **4.1 The information made available to the buyer**

- 4.1.1 BCA displays all its vehicles for sale on its sales platforms and commits to providing the following information to the buyers:
- A description of the vehicle,
    - o Make
    - o Model
    - o First Year of Registration
    - o Odometer Reading (+/- 50km)

- Gearbox Type (Automatic/Manual)
  - Fuel/Energy type (Petrol/Diesel/Full Electric/Alternative energies)
  - Color of the Vehicle
  - Number of seats (Identified during assessment, could differ from Vehicle Documents)
  - Number of doors
  - Previous usage of the car
  - Margin Regime of the car (Margin or Qualifying Net)
  - Battery full purchase or battery leasing (in the vehicle title and in the description)
  - Presence or absence of vehicle documents at the moment of sale
  - Information on the Luxury Tax regime is provided on the cars from Denmark
- A list of the vehicle equipment (including, when available : Information on previous damages and COC).
  - A set of commercial pictures (minimum 4 pictures).
  - When available, a picture of last page on the history Service Book records. When the information is recorded digitally, a picture of the dashboard screen, displaying the Service History information, will be provided.
  - When available, a picture of the second key (If no key available, this will be indicated in the comment box).
  - An Aesthetic appraisal report of the vehicle, on both interior and exterior, with pictures of identified damages on the vehicles.

4.2 In addition, BCA will provide for all non-damaged, running vehicles, a visual and limited technical inspection carried out 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.

### 4.3 Mechanical Classification

- 4.3.1 **Cat. A:** No mechanical defect (insignificant noise can occur due to the vehicle's age and mileage). Vehicles that are sold under this category must not have mechanical defects, and control and safety lamps for airbags, ABS and the engine must not be illuminated when the vehicle is started. Any complaints in this category can only be made on the above-mentioned parts and always with an excess of EURO 350 + VAT. Damages, that are in the inspection report, cannot be claimed. Service and wear parts cannot be claimed.
- 4.3.2 **Cat. B:** The engine, gearbox and differential must be functional in view of the vehicle's age and mileage (minor noise may occur). Any complaints in this category can only be made on the above-mentioned parts and always with an excess of EURO 350 + VAT. Damages, that are in the inspection report, cannot be claimed. Service and wear parts cannot be claimed.
- 4.3.3 **Cat. C:** Purchased as seen in the mechanical and cosmetic condition in which the vehicle is found. Inspection and description of vehicles in this category are always indicative only. Considering the condition of the vehicle, it may be subject to defects, deficiencies and/or flaws, that have not been expressed by inspection or photography. This falls upon the buyers own risk. Vehicles in this category are purchased as seen, without any form of right to complain.

- 4.3.4 The vendor places each vehicle in one of 3 mechanical condition categories; A,B or C. The vendor must state at the time of registration, whether the vehicle has been used for commercial vehicle, driving school, taxi, emergency, ambulance or track racing, whether the vehicle has been damaged resulting in deformation of two or more load-bearing parts of the vehicle construction, whether the vehicle has been damaged by water or fire, and whether the vehicle has been altered in relation to its original registration purpose, function or design at the time of first registration. Vehicles placed in category C may, by prior agreement between the vendor and BCA Auto Auktion A/S, be put into an auction both with or without a minimum price. The vendor thus accepts that a vehicle is sold for the highest bid, if the vehicle is put into the auction as agreed without a minimum price.

#### 4.4 Cosmetic Classification

- 4.4.1 Vehicles are not inspected on lift, and the undercarriage will not be checked for any damage and complaints cannot be made in this regard.

If the vehicle's external condition is inspected, this is done from a standard angle at 2-metres' distance and at a 90 and 45-degree angle. Damage that is not visible from this distance, as well as normal cosmetic wear due to the age, mileage and official use of the vehicle, as well as cosmetic damage that can be repaired by "smart repair" methods, will not be inspected.

Vehicles are marked by normal traces of wear, given the age and mileage of the vehicle, which is not taken into account during inspection. Preparation and "smart repair" of purchased vehicles must always be expected.

The cosmetic condition of the vehicles is described by calculating the number of external parts with damage, where repair is to be expected. This includes: Paintwork damage (deep scratches), dents (straightening). Interior damage is described by photo and is not part of the cosmetic classification. There may be up to several damages to a part / panel - even if there may be only a single image of the part / panel - however, the part / panel will still be considered as one unit.

- **Classification 1:** 0 – 2 parts/panels with damage
- **Classification 2:** 3 – 4 parts/panels with damage
- **Classification 3:** 5 – 6 parts/panels with damage
- **Classification 4:** 7 or more parts/panels with damage
- **Classification 5:** Damage to several parts and/or collision damage on 1 – 2 parts with possible effect on underlying structural and mechanical components
- **Classification "-" (minus):** No classification: major damage/heavily damaged vehicle
- **Rims:** Damage to rims is not eligible for complaint.

- 4.4.2 Tires: No checks are performed to determine whether the proper tire dimensions are fitted or the type of tires (winter, summer, all-year tires, etc.). Also, extra wheels will not be checked. The buyer should be aware that the regulation tire dimensions may vary from country to country. BCA Auto Auktion A/S and the vendor are not liable for incorrectly fitted tire dimension and damaged tire - no complaints can be made in this regard.
- 4.4.3 Windscreens/glass: There is no guarantee that there is information provided about damaged or cracked windscreens - no complaints can be made in this regard.

- 4.4.4 Odour problems: Odour problems may occur, and BCA Auto Auktion A/S will try its best to provide information about this - no complaints can be made in this regard.
- 4.4.5 If there are items in the vehicle, e.g. extra wheels, the cabin is not inspected for any consequential damage they may have caused. The buyer accepts that such damage may occur and that they are not included in the vehicle description (inspection/pictures) and the classification of the vehicle.

#### **4.5 Technical Components**

- 4.5.1 Mechanical: Right of complaint about unknown defects in the engine, gearbox or differential. The vehicle's classification always applies.
- 4.5.2 Technical/other mechanical components: Depending on the defect, this is always evaluated based on the vehicles first registration year and mileage (assessed on a case by case basis).
- 4.5.3 Electronics: Depending on the type of defect, but this is always evaluated based on the vehicles first registration year and mileage (assessed on a case by case basis).
- 4.5.4 Service and wear parts: No right of complaint concerning e.g. brakes, suspension, undercarriage, exhaust, clutch, flywheel, axle shafts, transmission etc.
- 4.5.5 Setting/adjustment (tracking, axles, etc.): No right of complaint (Buyer's risk).

#### **4.6 Equipment**

- 4.6.1 Equipment: Equipment is not tested for functionality - no complaints can be made in this regard. Similarly, no inspection is performed to determine whether the vehicle has retrofitted equipment - no complaints can be made in this regard.
- 4.6.2 Loose items: There is no guarantee that loose items in the vehicle will be delivered or are present, (such as tire repair kit, warning triangle, spare wheel, SD card, locking bolt(s), lock tops, key for tow bar, pull ball, tools, boot tire, floor mats ...) - no complaints can be made in this regard.
- 4.6.3 Charging Cables: It is not guaranteed that charging cables for electric or hybrid vehicles are included. If a picture of a charging cable is present, it will be included. If a picture is not present, the charging cable will not be included and can not be obtained from BCA Auto Auktion A/S
- 4.6.4 Navigation: If a vehicle is sold with navigation, the SD card (if such is used) will not necessarily be included. As a rule: If the SD card is present, a picture of an active navigation screen will be shown. If the SD card is not present, the navigation will not be active. SD cards can not be claimed – also navigation types can not be claimed (ex. Apple Carplay etc.)

#### **4.7 Other Accessories**

- 4.7.1 Service/warranty booklet, extra key and COC document: This will be forwarded in cases where they are listed for the vehicle in the catalogue. If service book/keys are visible on the pictures, the buyer will find them in the vehicle.

#### **4.8 Age and Mileage**

- 4.8.1 The bidder is obliged, before bidding, to check that the vehicle's data such as chassis number, the vehicle's first registration year, model year and production date are correct. BCA Auto Auktion A/S always states the chassis number or registration number of all vehicles at all auctions, both on the website and in the auction catalogue.
- 4.8.2 All vehicles are sold on behalf of the vendor with corresponding mileage guarantee. The mileage can deviate by +/- 2000 km from the number of kilometres specified in the catalogue.

#### **4.9 Previous damage/Undisclosed damage**

- 4.9.1 The buyer accepts that paint and bodywork may have been authorized out on several parts of the vehicle, which may have been performed due to paint damage/excessive paint wear and collision damage. These repairs are made according to the craft standards of the relevant country from which the vehicle originated (1st registered country), which is considered acceptable.

The vehicles are not checked by either BCA Auto Auktion A/S or the vendor for any previous damage/accidents/collisions that have been repaired/remedied. Often the vendor has no information about this. If the buyer determines that the vehicle has had previous damage/accident/collision, this is not to be considered as a deliberate act by BCA Auto Auktion A/S or the vendor. The buyer accepts that it is unknown whether the vehicles offered have had damage/accident/collision.

For vehicles with an age below 36 months, calculated from the 1st registration date and until the auction day, and driven less than 80.000 km, the buyer accepts unknown and/or repaired damage/accidents/collisions of up to EURO 2.000,- + VAT or 10% of the vehicle's auction price.

For vehicles with an age exceeding 36 months, calculated from the 1st registration date and until the auction day, and driven more than 80.000 km, the buyer accepts that it is not possible to complain about previously repaired and/or undisclosed damage, regardless of the price for repairs.

## **5. The Auction Item**

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- 5.1 Neither the vendor nor BCA Auto Auktion A/S are liable for performed maintenance, whether by authorised or independent workshops. The vendor or BCA Auto Auktion A/S are also not liable for any maintenance not performed. Additional information about maintenance/services cannot be obtained later, if not received from the vendor before an auction.
- 5.2 Except for classifications - see section 4.3 - the vehicles are sold in the condition in which they are found, as seen by the buyer, and without any warranty of any kind.
- 5.3 A vehicle's registration certificate is always included, unless otherwise is stated - even though not present at BCA at the time of auction, BCA will procure it. However, the aforementioned does not apply to a vehicle's insurance, since these are never included. If it is stated that the registration certificate will be forwarded afterwards, this will normally occur within 21 working days. In such cases, this is always disclosed on the vehicle in question. A somewhat longer processing time should be expected for sales from bailiffs, lawyers and finance companies, and it will normally take 2-3 months and sometimes longer, before any lien/mortgage is removed. For further information, please contact the office.

- 5.4 BCA will consider that when vehicle documents are not being sent to the Buyer within 30 days following payment received from Buyer, this may form part of a Claim. In this case, no cancellation fee will be required from the Buyer and vehicle repatriation will be at full cost for BCA.
- 5.5 In the event of a loss occurrence on a vehicle stored at BCA Auto Auktion A/S's storage area, and in the event that this loss occurrence may be covered by BCA Auto Auktion A/S's insurance policy, BCA Auto Auktion A/S will offset a customer excess of up to EURO 4.000 + VAT per loss occurrence in any compensation sum. A loss occurrence means theft/loss of all types of accessories/detachable parts from vehicles, including, e.g. radio fronts, navigation and infotainment software/hardware, extra wheels, parcel shelves, removable tow bars, code cards and the like.
- 5.6 The buyer has a responsibility after delivery/receipt of the vehicle and the related registration certificate's, to verify that the following is in accordance with the information in the catalogue/online catalogue:
- Vehicle chassis number
  - Invoice
  - VAT and tax status
  - Remarks (e.g. cancellation, leasing/rental clause, which entail regulatory requirements for inspection or other requirements)
  - 1st registration date
  - Mileage
- 5.7 If a vehicle purchased from BCA Auto Auktion A/S is to be registered in another country, the buyer is required at all times to get bearings about the rules and regulations for this. BCA Auto Auktion A/S cannot help with this - nor can additional documents / effects, that were not supplied with the vehicle, be obtained from BCA Auto Auktion A/S.

## 6. Auction Proceedings

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- 6.1 Any buyer must have the same chance to purchase a car than any other buyer, independent from the number of purchases the buyer makes, the country they are based in, or the sales channel he/she has opted for. BCA will not sell in bulk. We will sell the vehicles one by one, allowing each buyer to buy only one vehicle at a time.
- 6.2 An auction catalogue is prepared for the auction. The auction catalogue is for guidance only and the right is reserved to announce changes during the auction.
- 6.3 Changes during the auction will be announced by the auctioneer and by a "popup" message. It will always be shared in written form in Danish and in English.
- 6.4 If, after a hammer stroke, there is any doubt about who is the highest bidder, a new call will be made. This is always decided by the auctioneer.
- 6.5 Anyone bidding on behalf of someone else thereby obligates themselves as a guarantor.
- 6.6 If the minimum price is not reached, the vendor/auctioneer may decide that no hammer stroke may be given, whereby the vehicle is withdrawn.



- 6.7 If the auctioneer considers that the highest bid is outside the market level, the auctioneer may choose not to make a hammer stroke and to withdraw the vehicle.
- 6.8 If BCA Auto Auktion A/S accidentally auctions off an incorrect vehicle, or with incorrectly stated VAT or registration tax status, the buyer and vendor are obliged to allow the transaction to be reversed, without the buyer thereby being entitled to invoke remedies for non-compliance against the vendor or bring a claim for damages against BCA Auto Auktion A/S. Notwithstanding the above, BCA Auto Auktion A/S will be liable for damages for the immediate documentable expenses that the buyer has had on the vehicle in question, e.g. outlay for fuel and transport costs.
- 6.9 In vehicles descriptions where it is explicitly stated, that the vendor has applied for a luxury tax return, BCA Auto Auktion A/S undertakes as intermediary, the obligation to the vendor, of exporting the vehicle, and obtaining export documentation, according to the vendor's obligations to corresponding guidelines from SKAT. Accordingly, the vehicle cannot be purchased by a Danish company with Danish VAT number.
- 6.10 BCA Auto Auktion A/S records the auctions on video and audio, and video and audio are broadcast in real time via the internet to the registered online users. BCA Auto Auktion A/S's premises are video monitored. The recordings are kept for 30 days.

#### **6.11 Cancellation Requests**

- 6.11.1 BCA understands that a mistake may happen and will therefore accept 1 cancellation request (1 vehicle) per calendar year without financial or blocking impact on the Buyers account. The buyer must request a purchase cancellation to BCA within 24 hours following the auction date. Failing to request the cancellation within the given 24h will imply validating the purchase, with BCA rightly expecting the full payment.
- 6.11.2 If the buyer contacts BCA within 24 hours after the auction, the following process then takes place:
- In a given calendar year, the first cancellation request for a vehicle purchase will be executed without any penalty (valid for 1 vehicle). If multiple vehicles are purchased at the same time, the "free cancellation" will be applied only on the first of the purchased vehicles (in order of appearance in the auction(s)).
  - In a given calendar year, the second cancellation request for a vehicle purchase will be executed with a fee of 500€. The cancellation will only be accepted for 1 vehicle. If multiple vehicles are purchased at the same time, the cancellation will be applied only on the first of the purchased vehicles (in order of appearance in the auction(s)).
  - In a given calendar year, the third cancellation request for a vehicle purchase will be automatically refused and the Buyer account blocked if the full payment is not received by the 7th calendar day following the invoice date. The buyers account will remain blocked until the vehicle invoice and fees (cancellation and unblocking fees) are paid in full.

## **7. Purchase Price and Fees**

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- 7.1 The auction fee plus VAT is added to the amount bid in accordance with the applicable list of fees, which is displayed on [www.bca.com](http://www.bca.com). If the vehicle is subject to VAT, the VAT rate applicable at any given time will also be added. Fees are invoiced with the same VAT status as the vehicle's bid amount.

7.2 The buyer receives an email containing an invoice stating the bid amount, fee and transport. The invoice must be paid immediately upon receipt, and no later than 2 days after the invoice date. Payment must be made by transfer from the buyer's bank. BCA Auto Auktion A/S is at the earliest obliged to release the vehicle for transport when the payment is visible and irrevocably received by BCA Auto Auktion A/S.

7.3 BCA will issue a first payment reminder on the 3<sup>rd</sup> calendar day after the invoice, and a 2<sup>nd</sup> payment reminder on the 5<sup>th</sup> 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 Buyer.

7.4 In the event that BCA exercises the right to cancel a sale because the Buyer failed to execute the payment within 7 calendar days following the date of the invoice, the Buyer owes a cancellation fee of 500 EUR per vehicle and will be automatically blocked.

7.5 **Blocking/Unblocking of an account**

7.5.1 In occurrence of blocking or unblocking action(s) towards a Buyers account, the Buyer will be informed, and the reason will be provided by the Business Partner to the Buyer.

7.5.2 The blocking action implies that the buyer's accesses will automatically be blocked in all the countries where the Buyer has a valid BCA account.

7.5.3 The unblocking of the account occurs only with the payment of outstanding cancellation fees and/or other invoices debts PLUS an additional unblocking fee. The amount of the unblocking fee is 600€. The fee is applied per occurrence, not per car.

7.5.4 The payment of the fee does not automatically imply the unblocking of the account. As a rule, BCA will charge 600€ for unblocking. However, the reason of the initial blocking action will trigger the decision to unblock, entirely at the discretion of BCA (typically, failing to adhere to BCA rules of Ethics and VAT compliance will automatically imply a permanent blocking of the account).

7.6 Ownership of the purchased vehicle will only be transferred to the buyer when the purchase price with any interest and costs is fully paid to BCA Auto Auktion A/S and duly documented. Until the full purchase price is paid, including interest and costs, and the vehicle has been released to the buyer, the buyer has no right of disposal over the vehicle in any respect, including reselling the vehicle, registering the vehicle, borrowing on the vehicle, reporting the vehicle for export, having a new registration certificate issued, etc.

7.7 Payment to the vendor takes place when satisfying access is documented, usually in the form of a registration certificate from a previous owner, and when the buyer has paid the full purchase price to BCA Auto Auktion A/S. Payment to the vendor occurs by bank transfer.

7.8 **Other invoice debts**

7.8.1 For any other invoice debt, for which BCA will claim the related payments for services unpaid, the Buyers account will be blocked if the Buyers account presents more than 300€ of payments overdue for a period greater than 30 calendar days.

## 7.9 **Special Dispositions**

- 7.9.1 Process for EV vehicles subject to Battery Leasing Contracts: Along with the payment and as soon as the vehicle is purchased, the Buyer 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/her name.

## 8. **Vehicle Delivery and Documentation**

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- 8.1 The transport a vehicle can occur only after full payment of the due amount for the purchase of the car (this may include bank guarantees).
- 8.3 If the Buyer delivery address is different from the standard registered address of the Buyer, the Buyer must complete the relevant document ("Confirmation of Alternative Delivery Address").
- 8.4 All vehicles purchased are subject to mandatory transport arranged by BCA Auto Auktion A/S. It is not possible to pick up on your own, or order transport via a third party. Purchased vehicles cannot be transported until valid payment has been received and confirmed by BCA Auto Auktion A/S.
- 8.4.1 BCA Transport/delivery service is available for all running cars and cars not included in the "Damaged Cars" Auctions.
- 8.5 For vehicles that cannot drive or are otherwise faulty to move, as well as caravans, trucks and other large vehicles, BCA Auto Auktion A/S may have to ask the buyer to arrange their own transport. This must always be agreed beforehand with BCA via [dk.transport@bca.com](mailto:dk.transport@bca.com).
- 8.6 Foreign dealers inside EU with a valid international VAT number within the vehicle industry have following options:
- A. Mandatory transport through **BCA** Auto Auktion A/S. The vehicles must be delivered to the foreign company's address to which the vehicles are invoiced or at an address that is legally linked directly to the buyer and in the same country. Contact [dk.transport@bca.com](mailto:dk.transport@bca.com) for price information
- B. In cases where vehicles cannot drive or vehicles don't fall under the standard size category, **BCA Auto Auktion A/S** may have to ask the buyer to arrange their own transport. In such cases, the buyer can collect the vehicle by paying the Danish VAT of 25%, which will be assigned to the purchase price. In advance this must be cleared by and approved in writing by BCA Auto Auktion A/S. Valid export documentation must be received within 3 months of the purchase, in the form of a copy of the registration certificate from the country to which the vehicle is invoiced. If the documentation is approved by BCA Auto Auktion A/S as legitimate export documentation, the amount paid of 25% will be refunded. If the documentation is not presented within 3 months of the date of purchase, BCA Auto Auktion A/S cannot guarantee that the amount of VAT paid can be refunded to the buyer, since the amount must be paid to SKAT within this period. This must be arranged and approved by contacting [dk.transport@bca.com](mailto:dk.transport@bca.com).
- 8.7 Foreign dealers outside EU with a valid international VAT number in the vehicle industry have the following options:

- A. The buyer arranges the transport of the vehicle. The buyer can collect the vehicle by paying Danish VAT of 25%, which will be assigned to the purchase price. In advance this must be cleared by and approved in writing by BCA Auto Auktion A/S. Export documentation must be received within 3 months of the purchase, in the form of a copy of the registration certificate from the country to which the vehicle is invoiced or an EUR1 customs document. If the documentation is approved by BCA Auto Auktion A/S as legitimate export documentation, the amount paid of 25% will be refunded. If the documentation is not presented within 3 months of the date of purchase, BCA Auto Auktion A/S cannot guarantee that the amount of VAT paid can be refunded to the buyer, since the amount must be paid to SKAT within this period.
  
- B. The vehicle must be delivered at the foreign business address to which the vehicles are invoiced or at an address legally linked directly to the buyer and always in the same country. In cases where vehicles cannot drive or vehicles don't fall under the standard size category, BCA Auto Auktion A/S may have to ask the buyer to take care of the transport. Contact [dk.transport@bca.com](mailto:dk.transport@bca.com) for further information

## 8.8 **Truck Compositions**

- 8.5.1 Full loads depend on the size, type and number of the vehicles and will be determined by BCA Auto Auktion A/S. Cars are booked for transport after each concluded auction regardless of single cars or full loads. Cars purchased in different auctions or different occasions will be booked separately. BCA Auto Auktion A/S cannot be held liable for late delivery if the buyer incurs unforeseen costs as a result. All prices can be found on our website: <https://1europetransport.bca.com/en>

## 9. **The Vendors Responsibility for Defect and Omissions**

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- 9.1 For a vehicle placed in the category C, the buyer will not be entitled to invoke remedies for non-conformance, including claims for compensation against BCA Auto Auktion A/S - see section 4.3.3. The same applies to vehicles classified in categories A and B if the bid price, excluding fees and VAT, is EUR 2.000 or less.

### 9.2 **The buyer retains the right to cancel a purchase if:**

- 9.2.1 If a vehicle is presented in too high a category, provided that the vehicle is returned immediately and without delay, and that the buyer has not had the vehicle registered or re-registered.
  
- 9.2.2 If a vehicle's chassis number does not correspond to the vehicle's registration certificates, or if the information provided does not correspond to the vehicle's registration certificates or its actual data, and if this difference is significant for the buyer. The same applies if the vehicle's registration certificates are stamped with remarks, such as deregistration, which entails regulatory requirements and inspections, if this is not disclosed during the auction.
  
- 9.2.3 If there is defective title, i.e. there are third-party rights to the purchased vehicle in violation of the buyer's rights (residual debt under a retention of title contract, an owner's mortgage or chattel mortgage in the vehicle, or if the vehicle is stolen).

## 10. Claims: Fairness and Transparency

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- 10.1 We commit to respond to all inquiries within 24 hours from receiving it. Further, we aim to resolve any claim within 5 working days from receiving the claims, and all relevant information related to it.
- 10.2 Claims will only be considered on the vehicle in its current state, no claim will be accepted following rework on the vehicle or resale of the vehicle.
- 10.3 If a vehicle is registered, the rights to complain are forfeited.
- 10.4 The buyer accepts that paint and bodywork may have been authorized out on several parts of the vehicle, which may have been performed due to paint damage/excessive paint wear and collision damage. These repairs are made according to the craft standards of the relevant country from which the vehicle originated (1st registered country), which is considered acceptable.
- 10.5 For every Claim, the Buyer has an own risk excess of 350 € excl. VAT for technical defects and 350 € excl. VAT for body work damage.
- 10.6 Until the claim has been submitted and the decision reached, it is strongly advised for the Buyer not to proceed with any repair on the car as BCA will not cover the cost of repair if decision is then taken to cancel the sale and for BCA to repatriate the car. The Invoice of repairs organized by buyer through car mechanic could be asked in case of financial compensation accepted by BCA
- 10.7 BCA Auto Auktion A/S reserves the right to ask the buyer, at his own expense, to obtain quotations for repairs from a third party workshop, or to attach tests (e.g. for activated engine lamp) if this is found necessary.
- 10.8 If the buyer presents objections to the vehicle's classification, BCA Auto Auktion A/S will decide whether the buyer's objections are justified. The buyer can cancel the purchase if the vehicle has been placed in too high a category.
- 10.9 **Transport related damages**
- 10.9.1 Any Claim related to damages that may have occurred during the transport delivery service of BCA must be notified on the CMR document and signed both by the Buyer and the Driver who delivered the vehicle(s).
- 10.10 **When to submit a claim**
- 10.10.1 Whenever the vehicle is transported by BCA, a claim may be raised by the buyer up to 24 hours (working days) after the delivery of the car, and with a maximum of 50 additional kilometres on the car
- 10.10.2 Whenever the vehicle is picked-up by the Buyer or transport is organised by the Buyer, a claim may only be raised by the Buyer in a maximum of 48 hours (working days) after the pick-up of the vehicle, and with a maximum of 50 additional kilometres on the car.
- 10.10.3 The complaint will not be processed if the complaint deadline is exceeded. A complaint of a cosmetic nature must be noted on the carrier's copy of the consignment note. A complaint of a mechanical/technical nature must be explained in writing and documented, if necessary, in the form of pictures or video recordings.

#### 10.11 **How to submit a claim**

10.11.1 Claims are to be submitted through BCA's online form available on our website in the after-sales/service section.

10.11.2 The form has to be filled-in and any relevant document/picture uploaded and attached to the form before submitting the claim. The response and resolution time for claims are initiated only once the form is completed and submitted with all required documents.

10.11.3 Only the claims submitted through the online forms available on our websites will be accepted.

#### 10.12 **What can be considered part of a claim**

10.12.1 Discrepancies in the vehicle description

Further errors in the vehicle description provided by BCA are deemed to be acceptable grounds for claim, for the following description items:

- Make
- Model
- First registration year
- Kilometre reading (with a tolerance of 50km)
- Gearbox type (automatic/manual)
- Energy type: Petrol, Diesel, Full Electric, Alternative energies
- Colour of the vehicle (main colour)
- Number of seats (need to clarify when number of seats has been modified)
- Number of doors
- Previous usage of the car: Emergency services, school, taxi, or others
- Margin regime on the car: Margin / VAT car
- Incorrect tax type

#### 10.13 **When a claim is accepted**

10.13.1 BCA will provide the Buyer with a written confirmation of the Claim acceptance.

10.13.2 If the outcome of the claim implies any payment from BCA to the Buyer, this payment will occur within 4 working days after the confirmation of the claim submission outcome to the Buyer.

10.13.3 In case of needed repatriation of the vehicle, BCA and the Buyer will coordinate and agree on the most efficient repatriation of the vehicle.

#### 10.14 **If a vehicle is returned**

10.14.1 The buyer is not entitled to claim compensation for any improvements made to the purchased vehicle, such as maintenance costs incurred or fuel charges/transport.

10.14.2 The transport costs to the buyer are always regarded as the buyer's excess. The excess of EUR 350 + VAT will always be deducted from the transport costs to the buyer. If the transport costs are higher than the excess, this will be compensated.

10.14.3 The cost of return transport will always be borne by the vendor.

10.14.4 Refund of the receivable will be repaid to the buyer when BCA Auto Auktion A/S has received the vehicle and the associated registration certificate.

10.15 **Warranty / Insurance**

10.15.1 Immediately after the transfer of ownership, the Buyer will be liable for all risks and obligations pertaining to the Vehicle. The Buyer is responsible for insuring the vehicle against all possible damage to it.

10.16 **Legal Venue**

10.16.1 All disputes, disagreements and claims arising directly or indirectly from an auction at or through BCA, must be settled at the Court of Kolding as the first instance and settled according to Danish law. The CISG (The United Nations Convention on Contracts for the International Sale of Goods) shall not apply, and international civil law rules of Danish law will also not apply if these would lead to the application of legislation from a country other than Denmark.

## **11. Data Management / Intellectual Properties**

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11.1 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.

11.2 The BCA privacy and data protection policy is stated in full on the BCA website:  
<https://www.bca.com/en/dk/f/Privacy-policy1/>