

Introduction

Purpose

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.

These Terms & Conditions are the same for any BCA entity in Mainland Europe. By reading and approving these rules, and once registered, you can purchase from all our European markets.

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 Values

Transparency:

Each used vehicle is different, and has a different history. BCA will probably 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

Equal chances:

Equal chances means that, in an auction, 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 try to translate the necessary information into English as well as using the local language of the BCA auction being purchased from.

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 if possible in 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.

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.

BCA is obsessive about selecting honest buyers who follow the rules and respect the principles of the auction. For example buyers are expected to apply and follow the relevant VAT rules as well as only making legitimate claims.

BCA will stick to its commitments and expect the Buyer to do the same - A marketplace can only work if all parties are reliable, honest and straightforward.

BCA will ensure that vehicle descriptions are of the highest quality in order to facilitate the smooth transfer of ownership from the vendor to the buyer.

BUYER REGISTRATION

Who can Register

Any Automotive professional wishing to take part in auctions organised by BCA must first register by completing and submitting the online registration form with required documents attached to the submission (Documents may vary according of Automotive professional's country of origin, and whether in or out of the European Union. Details available online). 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 Rules

The validation of the T&Cs transparently takes place during the registration process, through a tick-box upon the registration form submission.

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

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.

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 unauthorized 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 unauthorized 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.

Registration Process

The Automotive Professional duly completes the online Registration Form and uploads all required documents.

Documents for Spanish Companies or Spanish Sole Traders

Sole Traders

- Copy of the Spanish DNI or NIE
- Copy of the IAE or Certificado de Situación Censal. Registered in one of the following activities:
 - 691.2 - Reparación de vehículos automóviles, bicicletas y otros vehículos.
 - 654.1 - Comercio al por mayor o menor de vehículos.
 - 854.1 - Alquiler de automóviles sin conductor.
 - 854.2 - Alquiler de automóviles sin conductor en régimen de renting.
 - 615.1 - Comercio al por mayor de vehículos, motocicletas, bicicletas y sus accesorios.
- Mandato Genérico (either on paper or electronic via SMS)
- Acceptance of the Terms and Conditions.

Companies registered in Spain:

- CIF or NIF
- Title Deeds of the company.
- Copy of the Spanish DNI or NIE of the representatives with power of attorney
- Copy of the IAE or Certificado de Situación Censal. Registered in one of the following activities:
 - 691.2 - Reparación de vehículos automóviles, bicicletas y otros vehículos.
 - 654.1 - Comercio al por mayor o menor de vehículos.
 - 854.1 - Alquiler de automóviles sin conductor.
 - 854.2 - Alquiler de automóviles sin conductor en régimen de renting.
 - 615.1 - Comercio al por mayor de vehículos, motocicletas, bicicletas y sus accesorios.
- Mandato Genérico (either on paper or electronic via SMS)
- Acceptance of the Terms and Conditions.

Documents for Foreign Buyers

- Copy of the Chamber of commerce certificate (or equivalent)
- Proof of identity (ID Copy, Driving license)
- In case the buyer is not the company's owner, a signed Power of attorney + Proof of identity
- Acceptance of T&Cs

In the 24 working hours following the online submission of the form by the Automotive Professional, the Automotive Professional will be contacted by a BCA team member to complete and validate the registration.

Once the registration is validated, the Automotive professional will receive the following login details: 1/ a "User Name" (also called a "Username"), 2/ a "Password" which will be for the exclusive use of the Registered User to whom they were assigned.

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.**

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.

Terms and Conditions

(This is a translation of the Spanish General Terms and Conditions, this translation is not valid for legal claims or requirements. Only the Spanish text is valid for this purpose)

THE BUYER/VENDOR, by means of this document DECLARES TO KNOW AND ACCEPT the General Terms of SALE-PURCHASE in an Auction of the Corporation BCA ESPAÑA AUTOSUBASTAS DE VEHÍCULOS, S.L., with corporate registered office in Madrid, calle Sagasta nº 15, and Corporate Tax Number (C.I.F.): B-92091404 (henceforth, BCA).

All persons, individuals and/or legal entities, which intervene in the auctions as buyer/vendor acknowledge and accept each and all the clauses of these General Terms, understanding that said terms are of mandatory fulfilment. The infringement of all or any of these clauses will empower BCA to hinder the access to the BUYER/VENDOR to participate in their auctions regardless in a physical or on-line way.

All the vehicles bought/sold in the auctions system of BCA España Autosubastas de Vehículos S.L. shall be subject to these General Terms.

These General Terms will be facilitated to all the interested parties when they request it, free of charge. Likewise, they will be exhibited in visible locations of the BCA facilities and in their web page: www.bca.com

1. Definitions and interpretation of concepts
 - 1.1. BCA is BCA España Autosubastas de vehículos S.L., which uses the registered trademark of BCA, which organizes and supervises the auctions of vehicles and offers other services related to their marketing.
 - 1.2. Auction – the offering of vehicles by BCA for auction, whereby auctions will be held online via the various auction platforms used by BCA and via physical auctions at BCA premises or nominated third party sites.
 - 1.3. Bid – the offer amount in Euros which has been received by BCA for a vehicle and which BCA has confirmed with the bidder.
 - 1.4. Auctioneer: employee or representative of BCA, who operates and supervises the auction.
 - 1.5. Bidder: person who makes an offer for a vehicle at any moment of its auction.
 - 1.6. Reserve price: minimum price intended by THE VENDOR.
 - 1.7. Vendor: owner or his representative, properly accredited, who registers his vehicle in order to be auctioned.
 - 1.8. Buyer: awardee of the vehicle.
 - 1.9. Auctioned lot: any type of asset presented in an auction, including the light or heavy motor vehicles, the motorcycles, campers, tractors or other vehicles. Presented to the auction with a specific number.

- 1.10. Fees – The standard fees for BCA’s regular services.
 - 1.10.1. Acquisition fee or purchase commission: amount owed to BCA by THE BUYER, in reference to each vehicle purchased in an auction and according to the rates in force.
 - 1.10.2. Admission fee: amount owed to BCA by THE VENDOR corresponding to each vehicle admitted in the auction.
 - 1.10.3. Sales commission: amount owed to BCA by THE VENDOR corresponding to each vehicle sold in an auction.
- 1.11. Award value: amount owed to BCA by THE BUYER corresponding to each vehicle acquired in a specific auction. Highest bid reached in an auction once the reserve price has been reached or it is accepted by THE VENDOR.
- 1.12. Sales price at hammer: highest bid offered in an auction for a specific lot, which represents its award value and consequently, it constitutes a definitive sale.
- 1.13. Value Owed by Buyer: this corresponds to the value which the buyer must pay for a specific lot, comprised by the sum of the award value, the acquisition fee and the price of the other services contracted from BCA like transport costs, as well as all the taxes and fees owed to the State or to any other public entity as the consequence of the sale-purchase of a lot.
- 1.14. 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.
- 1.15. Vendor – the original owner of the vehicle being offered for sale at the BCA auction.
- 1.16. Vehicle file: form which THE VENDOR must complete and sign which describes all the data related to the vehicle which he wishes to auction.
- 1.17. Registration file: form which all the customers must complete, regardless whether they are vendors or buyers interested in participating in a specific auction.
- 1.18. Definitive sale: A vehicle shall be considered as sold when the value of the bid is equal to or exceeds the reserve price.
- 1.19. Provisional sale: When the value of the highest bid made for a specific vehicle fails to reach the reserve price, the sale shall be considered as a provisional sale. BCA shall inform the bidder and the vendor of this situation with the aim to reach an agreement for the price which permits the formalization of the sale-purchase.
- 1.20. Value Owed by the Vendor: this corresponds to the value which THE VENDOR of a specific lot must pay to BCA, comprised by the admission fee, the sales commission and the price of the other services contracted from BCA, as well as all the taxes and fees owed to the State or to any other public entity.
- 1.21. Departure Authorization: permission granted by BCA which indicates that all the conditions have been fulfilled so that the buyer may remove the awarded lot from the BCA facilities or where the vehicle is located, or the vendor may remove an unsold vehicle from the BCA facilities.
- 1.22. Sale in "Venta en Estado" condition: A vehicle is a Sale in "Sold as is" condition if it complies with at least one of these conditions:
 - 1.22.1. If it is over 10 years old.
 - 1.22.2. If it has more than 180,000 km.
 - 1.22.3. If its award value is below 1,500€.

- 1.22.4. If due to the uncertain condition of the vehicle at the time of preparing the mechanical features or damages description, the BCA personnel consider that it must be classified as such.

Both vendor and buyer understand that a vehicle auctioned in these conditions reaches a lower market price. It is possible to view more information about these types of vehicles in the Claims Policy in force published in the web site and exhibited in the auction centers.

2. Considerations of the sales system in an auction

- 2.1. BCA shall not be responsible for the errors which could take place in the communications, including the deletion, incomplete transmission or delays in the sending of data, and also said party does not promise that the web page is operational at all times. Said party shall also not be responsible when a third party infringes the security rules by inserting a computer virus or which causes any other type of damage which could have a repercussion on the user. BCA reserves the right to modify the applications of their web page, block or delete users and/or offers at any time without the need to indicate the reasons.
- 2.2. The marketplace will ensure the application of equal chances towards the buyers at all time
- 2.3. The marketplace provides the buyers with different auction, each will ensure fairness towards equal chances of win for the buyer.
- 2.4. On its own open auctions, BCA will never provide any opportunity of bulk purchase for the buyers.
- 2.5. A Bidder is entitled to Bid on Vehicles at Auctions. A Bid is unconditional and irrevocable for a period of two working days after the end of the Bidding period.
- 2.6. BCA reserves the right, including after Bids have been made, to withdraw Vehicles from sale or Auction and to remedy mistakes, without the Bidder being entitled to derive any rights from his/her previous Bid.
- 2.7. The confirmation of sale is accompanied by an invoice to the Buyer for the amount of the Purchase Price, along with any costs and surcharges known at the time on the basis of the Fees.
- 2.8. The Buyer shall not be entitled to withdraw his/her Bid to purchase a Vehicle after the confirmation of sale has been sent by BCA and the purchase agreement has been concluded. If the Buyer nevertheless does so, BCA shall be entitled, at its discretion, to demand performance or termination of the purchase agreement with the Buyer
- 2.9. A Vehicle located on the BCA premises that is sold to the Buyer will have its ownership transferred to the Buyer by BCA, upon receipt of the full Purchase Price and costs incurred, by transferring the Vehicle registration to the name of the Buyer. From that point, the Vehicle will be held by BCA for the Buyer.
- 2.10. A Vehicle that is not located on the BCA premises but instead on the premises of a third party and that is sold to the Buyer will have its ownership transferred to the Buyer by BCA after receipt of the full Purchase Price and costs incurred through the transfer by the Buyer of the registration of the Vehicle to the name of the Buyer. From that point, the Vehicle will be held for the Buyer.
- 2.11. If the Buyer wishes to export the Vehicle, he/she may request BCA to arrange the export.
- 2.12. BCA may record, in a magnetic medium or any other method, the sessions of the organized auctions, reserving the right to exhibit the contents of these recordings,

always when required, in order to clarify or resolve any conflict in defense of their interests, in or out of court. In any case, BCA shall act in accordance with the General data protection regulation (EU) 2016/679 of April 27 (RGPD), as well as Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights (LOPDGDD).

2.13. Auction Types

- 2.13.1. Vehicles auctions typically fall into one of three categories: Online, Direct Purchase or Physical events.
- 2.13.2. Online auctions are the default method for buying a vehicle at BCA, with all the same information available as a physical. 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 authorized persons.
- 2.13.3. 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.
- 2.13.4. Physical auction events are not available in all countries, with only selected auction being available for physical attendance. The BCA country websites will include information on the availability of these types of auction.
- 2.13.5. 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.
- 2.13.6. Details of the format of the auction are on the BCA website (www.bca.com), selecting the Spanish website and navigating to the Getting Started page.

3. Rights reserved to BCA.

BCA reserves the right:

- 3.1. Whether or not to authorize the entry of any person to their facilities.
- 3.2. To accept or refuse the request for codes to a person or company for purchase(s) by means of Internet in their on-line auctions.
- 3.3. Whether or not to accept the entry of any vehicle to their facilities.
- 3.4. To request any person external to the organization of the auctions to leave the facilities.
- 3.5. To request that the vendor remove a vehicle from the BCA facilities, once the fees corresponding to the provided services have been paid.
- 3.6. In exceptional cases and in conformity with the Law, to provide any of the parties of the sale-purchase contract of a specific lot with the identification of the other party.
- 3.7. To decide on the position and number of the lot for a vehicle in the auction, both physically and electronically.
- 3.8. Not to present a vehicle in an auction if it does not comply with the minimum requirements in relation to the complete information of the vehicle and its ownership.

3.9. To collaborate with the police and/or judicial authorities against fraud due to the manipulation of kilometers.

4. Documentation required to register.

In order to register as a BCA Customer as a buyer or vendor, it is necessary to previously supply the documentation required for their registration. The list of requested documents can be found in the web page and in the auction centers. The lack of any document or its non-validity shall result that BCA cannot accept a buyer/vendor as a participant in the auctions.

Query further details in our web page in the Getting started/How to Register section in BCA webpage.

5. Terms which apply to the vendor in the sale of vehicles

5.1. Considerations of the sales system in an auction. In good faith, BCA has accepted each vehicle presented to the auction, assuming that:

5.1.1. THE VENDOR presents each vehicle to the auction free of charges, unless reference is made in this regard both in the entry and in its publication at the time of the sale.

5.1.2. The data compiled in the vehicle file are correct and there is not any known falsity or omission at the time of the sale.

5.1.3. The vendor shall be responsible for what occurs as consequence of the errors in the supplied information.

5.2. Acceptance of the vehicles to the auction

BCA shall not accept any vehicle for its sale in the auction without the delivery of the following items by the vendor:

5.2.1. The vehicle and its keys (except the vehicles marketed by means of the auctions in which they are located outside the BCA facilities).

5.2.2. Requested documentation:

5.2.2.1. In order to accept a vehicle in the auction, it is necessary that the vendor supply the original documentation required for its entry. The list of requested documents can be found in the web page in the 'Sell' section and in the auction centers. In said documentation, it is necessary to verify that the vendor is the owner of the vehicle. In the case that said party is not the owner, BCA reserves the right to auction the vehicle and shall require the additional information indicated in the BCA web page in the 'Vendor' section or in the BCA centers.

5.2.2.2. The vendor is obliged to notify any charge or any other fact which can hinder or delay the transfer of the vehicle to a third party.

5.2.2.3. For the vehicles derived from customers with a registered tax office abroad, in the Canary Islands, Ceuta and Melilla, they must also be presented as up-to-date in the payment of the corresponding taxes and any other document required to finalize its transfer in Spain.

5.2.2.4. The lack of any document, its non-validity or the existence of charges shall result that BCA shall not authorize the entry of this vehicle in the auction. In the case that BCA decides to auction it, the vendor is obliged to supply the missing documentation in a period not exceeding 30 days. If this

period is exceeded, this shall give rise to the cancellation of the sale-purchase contract (Cancellation of the sale) and claim the expenses derived by this cancellation.

5.2.3. Vehicle entry file (physical or electronic)

5.2.3.1. The vendor must complete and sign it, or send it by telematic channel by any other medium so that BCA can provide it to its customers. In this file, the requested information must be supplied, except in the cases in which this is expressly agreed otherwise.

5.2.3.2. The vendor authorizes BCA to make public all the data compiled in the vehicle file for the purposes of the auction.

5.2.3.3. When completing this file and once it is accepted by BCA, the vendor is obliged to present the aforementioned vehicle to the auction.

5.2.3.4. In the case of an expired Technical Vehicle Inspection (ITV), this must be recorded in the Entry File and it would be auctioned announcing this incident.

5.2.3.5. Any falsity, inaccuracy or omission of any data in the vehicle file shall be the exclusive responsibility of the vendor, who shall be the sole responsible party before BCA and/or the buyer of the vehicle, for the detriments caused by this falsity, inaccuracy or omission.

5.3. Mechanical features and damages description

In the case that cancellation of the contract takes place due to discrepancies in the mechanical features or damages description, BCA is authorized by the vendor to modify the information about the vehicle and auction it in conformity with the new description.

5.4. Validity of the provisional sale

The provisional sale of a specific lot will be maintained as such during a workday period of 48 hours after the conclusion of the auction in which the lot was auctioned.

5.5. Responsibility in the information to BCA in the case of penalty or fine

If once the vehicle has been sold in BCA, the vendor receives the notification of a penalty or the start of a disciplinary proceeding, it shall be the vendor's responsibility to notify this to BCA so that the latter can carry out the processes focused on communicating the data of the driver and/or the new owner to the competent Organization.

BCA shall be exempt from any responsibility if:

5.5.1. This communication does not take place.

5.5.2. If the same has been carried out once the period provided by the Organization has concluded.

5.5.3. If it is carried out without sufficient time (50% of the time assigned by the Organization) in order to make any allegation.

5.6. Price of BCA services

5.6.1. BCA shall collect an admission fee from the vendor whenever a vehicle is presented in the auction, even when it is not sold. BCA may collect this fee each time that the vehicle is once again presented in the auction.

5.6.2. BCA shall collect the sales commission from the vendor when the vehicle is awarded in an auction and according to the rates in force. Query the rates and potential discounts and promotions in the web page in the After sales/Payments and fees section in our webpage or in the auction centers.

- 5.6.3. In some cases, BCA may offer one or several services in relation to a vehicle or vehicles. In this case, the vendor must pay the applicable prices for the provided services, based on the official BCA rates in force.
- 5.6.4. To the price of the services foreseen in this clause, it is always necessary to add all the taxes and fees owed to the State or to any other public entity.
- 5.7. Vehicle payments
- 5.7.1. The vendor must invoice the Sale Value in the auction to BCA when informed by the latter and BCA must pay the vendor for this Sale Value in the terms and periods agreed in each case, not being obliged to deliver the price of the sold lot to the vendor if previously the respective value owed by the buyer has not been paid.
- 5.7.2. BCA shall deduct the cost of the services plus taxes which correspond in each case from the price owed to the vendor for each auctioned lot
- 5.7.3. BCA shall issue the corresponding invoice for the provided services immediately after each auction.
- 5.7.4. In the case of an open claim or cancellation of the sale of a vehicle, according to that stipulated in these General Terms and in their Claims Policy, BCA shall have the right to withhold the payment until the situation of the sale is clarified. BCA may also withhold the amounts corresponding to the vendor if they have reasons to consider that there is false information about the vehicle description or condition, about its ownership or its rights.
- 5.7.5. The withholding foreseen in the above section shall be maintained while the pending doubts are not clarified, the ownership of the vehicle has not been demonstrated or the competent Court or Organization has not made a ruling about this issue. The vendor cannot demand any responsibility to BCA or the buyer as consequence of this withholding.
- 5.7.6. In the case that a sale is cancelled in conformity with the BCA Claims Policy, the vendor having received payment by said party, the vendor promises to immediately reimburse the paid amount for its subsequent refund to the buyer.
- 5.7.7. In the case of an embargo requirement, proceeding from any official organization, BCA shall not pay the price owed to the vendor until said party has justified that they have settled it or in the case of paying it, the amount of this summons shall be deducted from it.
- 5.8. Cancellation of the sale-purchase contract (Cancellation of the sale)
- 5.8.1. The sale-purchase contract can be cancelled due to diverse reasons, previously approved by BCA and according to their Claims Policy in force published in the web page and exhibited in the auction centers.
- 5.8.2. BCA may cancel any sale-purchase due to the infringement of the Considerations of the sales system in an auction section of this document by the vendor.
- 5.8.3. The vendor accepts that this sale-purchase can be cancelled due to the payment infringement by the buyer, in which case, the vehicle will be included once more in the auction.
- 5.9. Delivery of UNSOLD vehicle.
- In the case of the removal in the BCA facilities, the vehicle shall only be delivered to the properly authorized person/transport company, according to the "Removal Document" provided for this purpose and available in the BCA web page. The driver must accredit their identity to the BCA personnel who carry out the delivery.

5.10. The auctioneer has a discriminatory power to remove the vehicle from the auction, if based on his criteria, the conditions do not exist for its sale.

6. Terms which apply to the BUYER in the purchase of the vehicles

6.1. Considerations of the sales system in an auction

6.1.1. BCA has accepted each registered bidder in the auction supposing that said party is interested in bidding, in good faith, in order to acquire one or more vehicles in the terms of fees, services and payment periods stipulated in this contract.

6.1.2. The BCA auctions are solely and exclusively addressed to the professionals of the automobile sector.

6.1.3. All the bidders shall possess sufficient information in order to participate in the BCA auctions, both if they are physically present or by means of the web page. This information may vary based on the vendor of the vehicle.

6.1.4. In the case of a physical auction and always when the vehicles are located in the center, they will be available prior to the celebration of the auction for their verification by the interested bidder.

6.1.5. In the auctions by means of the web page, the latest information which is displayed in the catalogue prior to the auction shall be considered as definitive for all effects, except in the case of the Live On-line Auctions (physical auctions and simultaneously with video and sound rebroadcast by internet), in which case, the information facilitated by the auctioneer will be the data which prevails.

6.1.6. BCA markets used vehicles to professionals of the automobile sector. The published information is a guideline and is provided with the aim to assist their decision making for the purchase.

6.1.7. In the vehicles which are located in the BCA facilities, BCA provides photographs and information related to the data, description and damages of the vehicle, as well as its mechanical condition. On occasions, BCA auctions vehicles which are located outside of its facilities. In this case, BCA facilitate the information and photographs provided by the vendor.

6.2. Implementation of the auction

6.2.1. It solely corresponds to the auctioneer to carry out, perform and supervise the auction, where he may discretionally reject any bid.

6.2.2. The auctioneer or any other BCA employee, can accept written instructions to bid in representation of potential buyers, although he is not obliged to accept these instructions.

6.2.3. The auctioneer has a discriminatory power to remove the vehicle from the auction, if based on his criteria, the conditions do not exist for its sale.

6.2.4. All the vehicles auctioned at BCA, unless expressly indicated otherwise, are auctioned with the VAT included in the price (in the case of General Regime). Each lot indicates the VAT regime which corresponds to it.

6.2.5. Every bid is a purchase commitment by the bidder who performs it, both if it is a Definitive Sale at the closing time of the lot in the auction, and if it is a Provisional Sale and the vendor accepts the amount that has been bid by the bidder.

6.2.6. The sales price of the lot will be:

6.2.6.1. The maximum bid received for the same, in the case of direct award.

6.2.6.2. The maximum bid received, in the case that the vendor accepts this amount after the negotiation of the Provisional Sale.

6.2.6.3. The new price agreed and accepted by both parties after the negotiation of the Provisional Sale.

6.2.7. BCA will send the invoice in the hours soon after the close of the auction and the buyer is obliged to perform the payment of the vehicle and the BCA services in the periods stipulated in the After sales/Payments and fees section in our webpage. The failure to receive the invoice shall not be a pretext for its default, where it is the buyer's responsibility to claim it if he does not have record of having received it once the vehicle has been awarded.

6.2.8. In the physical bids, BCA will deliver their bid number to the customer, which said party must show so that the acquired vehicles will be invoiced to the company which corresponds to this bidder number.

6.2.9. In relation to the bids performed by means of the BCA web page, the accredited buyer participant in the auction shall be the sole party responsible for the use of their passwords, and cannot allege ignorance or error as an argument to cancel a sale.

6.2.10. In the physical and Live On-line auctions (physical and electronic auction simultaneously or electronic auction with auctioneer), the auctioneer is the sole person authorized to decide about:

Any incident which took place during the bid for a specific lot.

Any incident which took place after the hammer blow.

Any incident which involves the necessity to cancel the auction of a specific lot, which can be auctioned again in this same session or in any other.

6.3. Price of BCA services

6.3.1. BCA will charge the Buyers Fees equal to the Fees listed in the list of Fees in effect at the time of the Auction or the time at which services are provided by BCA.

6.3.2. BCA's Fees can be viewed on the BCA website (www.bca.com), selecting the relevant country and navigating to the Buyer Fees page. Fee's may be adjusted periodically by BCA. All Fees are exclusive of VAT.

6.3.3. BCA shall facilitate their service fees to their customers both in the auction centers as well as by means of their web page. They can be updated without prior notice, in this case, BCA promises to publish the new rates with at least 24 hours advance notice prior to the celebration of the auction in which they will be applied.

6.3.4. BCA shall collect an acquisition fee or sales commission to the awardee of each vehicle purchased in the auction and according to the rates in force. Query the rates and potential discounts and promotions in the web page in the After sales/Payments and fees section in the webpage or in the auction centers.

6.3.5. The change of ownership of the vehicles acquired by the national buyers shall be the transfer.

6.3.6. When the buyer resells a vehicle acquired in BCA, an admission fee as the vendor and the commission of this new sale will be collected.

6.3.7. In some cases, BCA may offer one or several services in relation to a vehicle or vehicles of an auction, for example, with the transportation included. In this case,

the buyer must pay the applicable prices for the provided services, based on the official BCA rates in force.

- 6.3.8. BCA will collect a parking fee in the terms of the After sales/Payments and fees section in the webpage.
- 6.3.9. To the price of the services foreseen in this clause, it is always necessary to add all the taxes and fees owed to the State or to any other public entity.
- 6.3.10. Expenses incurred for the transport of Vehicles to the Buyer are always to be borne by the Buyer.
- 6.3.11. BCA is entitled to send electronic invoices.

6.4. Payment, Cancellations, Blocking and Unblocking of accounts, transfer of ownership and delivery of the vehicle to the buyer

- 6.4.1. Vehicle payment: The buyer will immediately make a payment, or initiate the process to make a payment, for the purchase of the vehicle where they had the winning bid.
 - 6.4.1.1. BCA will only authorize the departure of the vehicles after the effective collection of the value owed by the buyer and all the expenses related to the services performed by BCA related to the vehicle and other pending items and according to the General Terms of the Sale-Purchase in the auction.
 - 6.4.1.2. The value owed by the buyer must be paid to BCA in a maximum period of 2 calendar days subsequent to the conclusion of the auction. The payment of the owed amounts must be performed in the account numbers indicated by BCA.
 - 6.4.1.3. In case BCA uses the right to cancel the 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. BCA will send reminders via different means
- 6.4.2. Cancellation request
 - 6.4.2.1. If the buyer contacts BCA within 24 hours after the auction, the following process then takes place :
 - 6.4.2.1.1. In calendar year, the first two cancellation request for a vehicle purchase will be executed with a fee of 500€ per purchase cancelled.
 - 6.4.2.1.2. 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.
- 6.4.3. Other invoices debts
 - 6.4.3.1. 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
- 6.4.4. Blocking/Unblocking of accounts
 - 6.4.4.1. 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.

6.4.4.2. The blocking action implies that the buyers accesses will automatically be blocked in all the countries where the Buyer has a valid BCA account.

6.4.4.3. 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

6.4.4.4. 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).

6.4.5.Special dispositions

6.4.5.1. 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.

6.4.6.Transfer of Ownership.

6.4.6.1. The ownership of the vehicle shall be transferred to the buyer until the value owed by the buyer has been settled and has been effectively collected by BCA without detriment of that stipulated in the Responsibilities and Parking fees clause.

6.4.6.2. Without detriment of that set forth in the above section, the documentation and keys which are in possession of BCA, which belong to the sold vehicle, shall only be delivered or sent to the buyer or authorized person/company after the effective payment of all the amounts owed for the services provided by BCA.

6.4.6.3. At some point, the vehicles marketed by BCA in the transfer process to the buyer customer can be involved in a Temporary Cancellation in the Traffic Authority. It is the buyer customer's responsibility to know the status of the vehicle's documentation prior to circulating with it.

6.4.6.4. After formalizing the sale, during the processing of the documentation, the vehicle may have an expired ITV status or "cancellation due to community transit or exportation" (in the case of foreign customers). In this case, it shall be the buyer's responsibility to know the status of the vehicle's documentation prior to circulating with it and what occurs in relation to the vehicle until the final processing of the documentation.

6.4.6.5. The buyer will quickly return the documents proving the compliance with these terms and conditions and other external rules. These documents include, but are not limited to : CMR, Customs Declaration, Insurance on transport if applicable, Battery renting commitment if applicable.

6.4.6.6. Delays in providing the documentation referred in previous points may result in corresponding delays in the release of the vehicle to the buyer and ultimately cancellation of the purchase.

6.4.7. Local Vehicle Pick-Up

6.4.7.1. Self-pick-up of the vehicle (this option is only available for a running and non-damaged vehicle; Any non-running or damaged vehicle must be transported by professional Finished Vehicle Transport company).

6.4.7.2. Appointments must be taken with a 24h notice (working hours), by contacting the pick-up location.

6.4.8. Cross-Border purchases Pick-Up outside the EU

6.4.8.1. No self-pick-up of the vehicle is allowed when the purchase of the vehicle is taking place outside of the buyer's own country. The Buyer must organize the transport of the vehicle only through a professional finished vehicle transport company.

6.4.8.2. Appointments must be taken with a 24h notice, by contacting the pick-up location.

6.4.8.3. The pick-up of the vehicle must be executed within 9 calendar days following the day of the invoice.

6.4.8.4. Failing to comply to this deadline, a parking fee in amount of 18€ per calendar day above the 9th calendar day will be invoiced to the buyer. If by the 15th calendar day after the invoice, the vehicle has not been collected by the buyer, BCA reserves the right to consider this situation as a cancellation (Conditions of section 8 apply).

6.4.8.5. The Buyer has to secure all EU VAT compliance requirements and related administrative paperwork :

- Customer Declaration,
- CMR,
- Proof of transport insurance issued by the third-party transport company or a Transport purchase invoice

6.4.8.6. Failing to comply to these terms in the given lead time implies a direct risk on the refund of the VAT Deposit to the buyer by BCA (complying with EU VAT regulations).

6.4.9. Transport of Cross-Border purchases inside the EU

6.4.9.1. For purchases in BCA Spain for buyers established in countries inside EU, transport with BCA is mandatory

6.4.10. Vehicle delivery.

6.4.10.1. In the case of the removal in the BCA facilities, the vehicle shall only be delivered to the properly authorized person/transport company, according to the "Removal Document" provided for this purpose and available in the BCA web page. The driver must deliver a copy of the National Identity Document (DNI) to the BCA person who performs the delivery.

6.4.10.2. The vehicles sold in the auction do not possess insurance in force since the time of the removal and it is the buyer's responsibility for what occurs in relation to the vehicle once it has left the facilities in which it was located; except when BCA performs the transport service, in which case, BCA shall have the responsibility until the vehicle is delivered to the buyer.

6.4.10.3. Since the time of the vehicle's removal by the buyer or the vehicle's delivery when it is transported by BCA, it shall be the responsibility of the buyer for everything which occurs in relation to said vehicle, including the penalties due to infringement of the Traffic regulations. The buyer

expressly authorizes BCA to inform the competent authority in the case that this is required by the latter as consequence of such infringements.

6.4.10.4. Within the same country of destination, 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").

6.4.10.5. BCA does not guarantee that the vehicle removed from its facilities or external sites, is found in optimum conditions to circulate, where this is the responsibility of the party who removes the vehicle to carry out the suitable verifications. THE BUYER shall assume the responsibilities which are derived from the failure to carry out said verifications.

6.5. Responsibilities and parking fees

6.5.1. The risks derived from the vehicle's parking until the time of its sale shall be covered by the BCA insurance policies.

6.5.2. The risks derived from the vehicle's parking up to 7 calendar days after the purchase invoice is produced, shall be covered by the BCA insurance policies. Starting from that time, BCA shall not be responsible for potential missing parts or damages in the vehicle. In the case that it involves a buyer with registered tax office outside of Spain, the period of 7 days shall be extended to 30 calendar days.

6.5.3. BCA shall charge the parking service (stays) per vehicle and calendar day, based on the periods and rates in force published in the After sales/Payments and fees section in the web page. This charge must be paid prior to the removal of the vehicle.

6.5.4. The buyers who have contracted the transport service with BCA, shall be clear from the payment of the parking fees mentioned in the above section.

6.6. Invoicing exempt from VAT

A vehicle shall be invoiced exempt from VAT when the buyer accredits that their company has its registered tax office outside the Spanish fiscal territory, and it complies with the requirements mentioned in the VAT Exemption Procedures available in the BCA web page and in all the auction centers.

6.7. Cancellation of the sale-purchase contract (Cancellation of the purchase)

6.7.1. The sale-purchase contract can be cancelled due to diverse reasons, previously approved by BCA and according to the claim point reflected in this Terms & Conditions

6.7.2. BCA may cancel any sale-purchase due to the infringement of the Considerations of the sales system in an auction section of this document.

6.7.3. BCA shall admit claims in reference to the vehicle or services, always in the agreed form and periods and according to the claim point reflected in this Terms & Conditions

6.8. Infringement by the purchaser

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 behavior towards BCA staff,

- Disclosure of the personal and confidential credentials to third parties,
- Proven or suspected fraud, on documentations or identify, or any unlawful behavior,
- Contact with a Seller.

BCA shall inform the Automotive Professional of the suspension of its account and the unblocking fee by any means.

If the buyer does not comply with their payment obligation, BCA is hereby empowered:

- To consider as cancelled, in the name of the buyer, the sale-purchase contract (cancellation of the purchase).
- To enforce against the buyer all legal actions deemed necessary for the fulfilment of their contractual obligations.

7. The Vehicle Presentation

7.1. The Information made available to the Buyer

7.1.1. Our Marketplace is European, our Buyers are from all over Europe (and beyond). Therefore, it comes as only natural that any vehicle description also comes always in English when possible.

Therefore, if any important last minute information about a vehicle must be shared before or during an auction, it will always be shared in written form in Spanish and in English. If there is a risk that the information may not be understood, the vehicle will be removed from the sale and will be re-entered for auction in a later sale event.

7.1.2. BCA displays all its vehicles for sale on its sales platforms and commits to providing the following information to the buyers:

7.1.2.1. A description of the vehicle,

7.1.2.1.1. Make

7.1.2.1.2. Model

7.1.2.1.3. First Year of Registration

7.1.2.1.4. Odometer Reading (+/- 50km)

7.1.2.1.5. Gearbox Type (Automatic/Manual)

7.1.2.1.6. Fuel/Energy type (Petrol/Diesel/Full Electric/Alternative energies)

7.1.2.1.7. Color of the Vehicle

7.1.2.1.8. Number of seats (Identified during assessment, could differ from Vehicle Documents)

7.1.2.1.9. Number of doors

7.1.2.1.10. Previous usage of the car

7.1.2.1.11. Margin Regime of the car (Margin or Qualifying Net)

7.1.2.1.12. Battery full purchase or battery leasing (in the vehicle title and in the description)

7.1.2.1.13. Presence or absence of vehicle documents at the moment of sale

7.1.2.2. A list of the vehicle equipment (including, when available : Information on previous damages and COC),

7.1.2.3. A set of commercial pictures (minimum 4 pictures),

7.1.2.4. 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,

7.1.2.5. An Aesthetic appraisal report of the vehicle, on both interior and exterior, with pictures of identified damages on the vehicles.

7.1.3. 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.

7.1.4. The technical inspection has been contemplated for the sale to a professional of the automobile sector and is a guideline. In the case of discrepancies, it is possible to find more information in the Claims Policy in force published on the website and exhibited in the auction centers.

8. Data processing

In fulfillment of the General data protection regulation (EU) 2016/679 of April 27 (RGPD), as well as Organic Law 3/2018, of December 5, on the protection of personal data and guarantee of digital rights (LOPDGDD), the buyer/vendor is hereby informed that their data shall be included in the computer/IT files owned by BCA Autosubastas de Vehículos, S.L. with the aim to carry out the business relation and keep said parties informed about the company's activities. The buyer/vendor provides their consent for the receipt of the information by means of electronic mediums (SMS and e-mails). In the cases in which BCA has knowledge (through the vendor himself) that the vehicle has been object of a fine if the change of ownership in the Traffic Authority still has not occurred, BCA shall notify, under vendor's requirement, the buyer's data in order to comply with the traffic regulation which obliges the identification of the driver of the infringing vehicle. Said parties may exercise the rights covered in the legislation for the access, rectification, cancellation and opposition to the sending of the information by electronic mediums by a written notification to the BCA Customer Relations Department or by means of: info.es@bca.com

The BUYER / VENDOR can find more information about the Privacy Statement in the website www.bca.com

9. Confidentiality

The Buyer/Vendor and BCA hereby promise and are obliged, both during the validity of this contract, and subsequent to its termination due to any cause, to maintain secret all data or personal circumstances or materials which they know as consequence of this relation and which affect the activity of both parties or the persons and activities or businesses of their customers.

Likewise, they hereby promise and are obliged to conserve and maintain with due diligence the documentation which they must use, adopting the precautionary measures required to prevent any type of reproduction, knowledge or communication by other unauthorized persons, where this reserve obligation is extended to all data which are entered, conserved or are obtained in the use of the computer/IT system of the parties.

This obligation extends to the employees of both parties, or to any third party who may have a relation with this contract.

10. Applicable legislation

For everything not expressly agreed in this contract, the corporate and civil legislation in Spain in force shall apply.

11. Exclusion

Since the relation between the parties is merely mercantile, the legislation of consumption and/or protection of consumers or users is hereby excluded from their application to this contract.

12. Validity of the clauses

Although the invalidity or unenforceability of any clause of this contract or one of its parts is ruled, the remaining clauses or their parts shall continue to be valid and remain in force.

13. Claims Policy of BCA Spain

All persons, individuals and/or legal entities, which intervene in the auctions as buyers/vendors acknowledge and accept all and every one of the clauses of this Claims Policy applicable to all the sold vehicles, in either physical or on-line form.

All the vehicles bought/sold in the auctions system of BCA España Autosubastas de Vehículos S.L. shall be subject to the General Terms of the Sale-Purchase in the Auction.

BCA markets used Vehicles to professionals of the automobile sector, mainly by means of physical and electronic auctions

13.1. Principles

- 13.1.1. BCA also commits to providing an acknowledgment via email/phone/other means to any claim within a maximum of 24 hours (working days) after the submission of the claim by the Buyer. This communication shall notify if the claim has been made within the established periods and the steps to be followed, or it has been done outside the period, in which case, it shall not be accepted.
- 13.1.2. 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.
- 13.1.3. If BCA is made aware about any previous damage, BCA will display the information in full transparency.
- 13.1.4. 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.

- 13.1.5. 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.
 - 13.1.6. 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.
- 13.2. Preliminary considerations
- 13.2.1. The published mechanical evaluation has been contemplated to facilitate the sale to a professional of the automobile sector. It refers to the technical condition of the essential elements of the vehicle.
 - 13.2.2. BCA sells vehicles located in its own sites or vehicles located in the vendor's facilities.
 - 13.2.3. BCA does not carry out any maintenance or repair task in any vehicle, unless expressly agreed in this regard.
 - 13.2.4. The professional buyer is responsible for verifying the information and the condition of the awarded vehicle immediately after it is delivered to him by BCA, as well as carry out the improvements required for its proper circulation and marketing to the final customer in the terms established by law.
 - 13.2.5. The buyer shall be responsible for any breakdown which occurs in a vehicle once it is retired from the BCA or other vendors facilities.
 - 13.2.6. A hidden defect shall be considered as the serious discrepancy of the motor, steering or transmission which affects the value of a vehicle in a major way, when this has not be informed by BCA prior to the auction. Provided that this hidden defect could not have been known beforehand.
 - 13.2.7. It shall be considered that a vehicle has structural damage when there is evidence that it has undergone a collision which has damaged the structure levels of the vehicle, including the longitudinal and cross sections.
 - 13.2.8. BCA offers vehicles in auction with the information about the mileage provided by the transferor, acting in good faith, guaranteeing the information in those cases in which the vendor accredits the same or declares to be in conditions to accredit. BCA shall inform the “guaranteed kilometers” for the vehicles which comply with one of these two conditions:
 - When the vendor accredits the travelled kilometers with documents.
 - When the origin of the vehicles provides BCA with the required guarantees. Otherwise, BCA shall not be obliged to accredit this.
 - 13.2.9. BCA shall collaborate against fraud due to manipulation of kilometers, by providing the police and/or judicial authorities with all data which are required for these effects.
 - 13.2.10. BCA can offer vehicles, informing the buyer that this involves a “Sale in “Sold as is” condition”. The information provided in relation to the vehicle condition will be a guideline and the buyer must take this into account at the time of the bid. In these vehicles, claims shall not be accepted in relation to their condition. Consequently, in these cases, the information must be verified before the bid, assuming the risks which they consider suitable, since both the vendor and the

buyer understand that an auctioned vehicle in these conditions can reach a lower market price. In this case, claims shall not be admitted based on hidden defects.

- 13.2.11. Damage grade: BCA classifies the condition of each of the vehicles located in the BCA facilities, by scoring them from 1 to 5 according to their internal and external damage. There are several vehicles which cannot be economically valued and they are reported as Non-Classified Score. For more information about the BCA Damage Classifications, visit the web page in the Getting started/Appraisal and Mechanical Report section.
- 13.3. When to submit a Claim
 - 13.3.1. Whenever the vehicle is picked-up by the Buyer or transport is organized 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 kilometers on the car.
 - 13.3.2. 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 kilometers on the car.
 - 13.3.3. For Missing elements
 - 13.3.3.1. In the vehicles which the buyer removes in the BCA facilities personally or by means of authorized persons or companies by him, the claim must be made at the time of the removal and noted in the vehicle delivery sheet.
 - 13.3.3.2. For the vehicles transported by BCA or collected in external sites, the period to file the claim shall be 48 hours since the delivery, always when the missing element has been noted in the delivery note prior to its signature (either from the transport agent or the external sites).
- 13.4. How to submit a claim
 - 13.4.1. Claims are to be submitted through BCA's online form available on the website in the "after-sales" section, by selecting the country in which the vehicle was bought.
 - 13.4.2. The form has to be filled-in and any relevant document/picture uploaded and attached to the form before submitting the claim. The SLA lead times of BCA for Claims response and resolution time are initiated only once the form is completed and submitted with all required documents.
 - 13.4.3. **Only the claims submitted through the online forms available on our websites will be accepted.** For any question, your business partner is available for support in submitting the claim. Contact BCA Responde +34 949 26 3000 for assistance
 - 13.4.4. When required, BCA shall request the customer to provide additional information or the documents which prove the reason for the claim. Likewise in this request, the maximum workday period of 48 hours shall be indicated in order to supply the requested information or documentation, unless the diagnosis or opinion of an expert is required, in which case the maximum workday period shall be 72 hours. Having elapsed this period, it shall be understood that the customer has waived his right to claim and BCA shall consider the claim as closed.
- 13.5. Conditions in order for a claim to proceed.

In order for a claim to proceed, the following conditions must take place:

- 13.5.1. To have made a claim in the time period and form according to that established in this document based on each claim type.
 - 13.5.2. That the vehicle is in the same conditions as those in which it was sold in BCA.
 - 13.5.3. That it does not involve the wear-and-tear elements of the vehicle, such as batteries, tires, shock-absorbers, ball-bearings, rubber components, brakes, etc.
- 13.6. What can be considered part of a claim
- 13.6.1. Discrepancies in the vehicle description.
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
 - 13.6.2. Missing elements in the vehicle announced in the auction or previously published by photograph in the web page
 - 13.6.3. The vehicles are not systematically thoroughly checked by either BCA or the vendor for previous damage, accidents, collisions that may have been repaired or remedied. The buyer accepts that it is unknown whether the vehicles offered have had damage/accident/collision.
Therefore, unannounced previous damage on the vehicle will be deemed an acceptable ground for claim.
 - 13.6.4. 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).
- 13.7. What happens once the Claim is accepted:
- 13.7.1. BCA will provide the Buyer with a written confirmation of the Claim acceptance.
 - 13.7.2. 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.
 - 13.7.3. In case of needed repatriation of the vehicle, BCA and the Buyer will coordinate and agree on the most efficient repatriation of the vehicle.

13.8. What cannot be part of a claim:

13.8.1. Claims related to the general wear and tear of parts or to the vehicle in question will not be taken into account for ground to claim.

13.8.2. BCA will not provide any compensation for any defects, even hidden ones, that may be found on:

13.8.2.1. Vehicles with a mileage of more than 180,000 km or with at least ten (10) years of service from the Vehicle's first registration date

13.8.2.2. Vehicles sold under 'Sold as is' Condition

13.8.2.3. Any vehicle identified as non-running or damaged vehicles, or any vehicle included in a "damaged vehicles" or "accident vehicle" auctions.

13.9. Documentation processing

BCA shall carry out, without exception, the processing of the new documentation for the vehicles sold in their auctions. Given the different origins of the auctioned vehicles, BCA cannot guarantee a uniform period for the documentation transfer.

Based on the document management type which we carry out, BCA has three types of vehicles:

13.9.1. Those announced as "Documentation ready for transfer" or "Doc ready": in this type of claim, the customer can claim the cancellation of the sale-purchase contract (cancel the purchase) starting from 30 calendar days calculated from the payment date of the vehicle by the buyer, where the transfer has not been carried out.

13.9.2. Vehicles with reported incidents: the customer may cancel the sale-purchase contract (cancel the purchase) if the vehicle has not been transferred in 120 calendar days calculated from the payment date by the buyer.

13.9.3. For the remaining vehicles, the customer may cancel the sale-purchase contract (cancel the purchase) if in a period of 60 calendar days since the payment date by the buyer, said party does not possess the vehicle transferred to their name.

In the claims due to delay in the documentation, BCA shall offer the cancellation of the payment. In the case that the buyer accepts, BCA shall proceed to refund the amounts paid by the buyer and in addition up to a maximum of 800 euros when the improvements made in the vehicle have been justified and BCA has verified said improvements.

In the case that the delay or part of the same is due to the delivery of any document by the buyer, these days shall not be taken into account for the effects of the calculation of the delay in the ownership change management of the vehicle.

Other considerations about the documentation:

a) The vehicles marketed by BCA in the transfer process to the buyer customer can be involved in a Temporary Cancellation in the Traffic Authority. It is the buyer customer's responsibility to know the status of the vehicle documentation before said party circulates with it and the penalties which can take place shall be at their charge where required.

b) If there is any vehicle with any documentation incident (reservation of ownership, leasing, etc.), this would be announced in the vehicle description or during the auction in such way that every bidder is informed at the time of making a purchase decision.

c) If once the vehicle is sold, the Technical Data Sheet or the Circulation Permit of the vehicle is missing and this has not been announced in the vehicle description, BCA shall assume the expenses paid by the buyer for the Technical Vehicle Inspection (ITV) or another official organization which issues a duplication for the missing document. It is essential that the customer bill the expenses to BCA attaching a copy of the invoice paid by the customer to the official Organization which issued the missing document in a period of 20 workdays from the communication of the loss. The vehicle preparation expenses in order to pass the inspection shall not be handled by BCA.

13.10. Cancellation of the sale-purchase contract (Cancellation of the purchase)

13.10.1. In the case that the claim proceeds and it is decided to cancel the sale-purchase contract of the vehicle, BCA shall accept the refund of the amount paid by the buyer in the purchase invoice of the vehicle including the purchase commission of the vehicle and the change of ownership.

13.10.2. In no circumstances, the expenses incurred by the buyer shall not be accepted without the express authorization of BCA (except in the claims classified as documentation delays). The buyer, as a professional from the automobile sector, is responsible to verify all the information and vehicle condition prior to any intervention on the same.

13.10.3. Expressly excluded from the scope of the claim are the expenses for other items such as loss of profits or amounts which may eventually be promised with a customer in relation to a vehicle object of a claim.

13.10.4. The transport service of the return to the BCA facilities shall be carried out and on account of the party who transported it to the buyer facility. In the case of vehicles sold with removal in sites external to BCA, said party shall be responsible for collecting the vehicle in the buyer's facilities.

13.10.5. Once the claim has been accepted, a maximum workday period is established for the vehicle delivery in the BCA center nearest to their facilities, documentation and other required items for the refund or the repair according to that agreed, of 48 hours and always with a maximum of 50 kilometers from its removal in BCA. Having elapsed this period, it shall be understood that the customer has waived his right to claim and BCA shall consider the claim as closed.

13.11. Payments for the claim item

13.11.1. When due to the claim, the payment of a compensation is agreed for the refurbishment of a vehicle, the value calculated for the payment of these repairs shall take into account a labor price of 29€/hour.

13.11.2. The payment of the vehicle or any other amount agreed with the customers as a result of a claim shall comply with the following two requirements:

- 13.11.2.1. When the vehicle is in the BCA facilities and once the reason for the claim has been checked and verified that it is in the same condition it had when leaving the BCA facilities.
- 13.11.2.2. The client has sent the signed settlement and / or any other document, (including the documentation of the vehicle), necessary to return the money.