

GENERAL TERMS AND CONDITIONS – BCAUTO ENCHÈRES

Applicable to Professional Automotive buyers

FOREWORD

BCAuto Enchères, a French *société par actions simplifiée* with registered share capital of €1,000,000, RCS Créteil registration number 442 633 111, having its registered office at 5, rue Charles de Gaulle, 94140 Alfortville, specialises in the organisation, implementation and running of voluntary Public Auction sales of vehicles, in accordance with the provisions of Article L. 321-4 et seq. of the French Commercial Code.

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

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

BCAuto Enchères is a subsidiary of BCA Europe.

IN LIGHT OF THE FOREGOING, THE GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS:

1. Definitions

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

Inspection report means the visual inspection, without any dismantling, of the overall appearance of the engine, mechanical parts and tyres, and a dynamic test limited to 300m. The Inspection report does not include verification of the following parts (non-exhaustive list): Injectors, Turbo, Cylinder Head, Flywheel, Particle Filter, Silent Block, Catalyst, Gear Box, etc. Given that the dynamic test is limited to 300m, the first three reports alone shall be used.

General Terms and Conditions means these general terms and conditions of BCAuto Enchères as accepted by the Automotive Professional on Registration and whenever logging on to the BCAuto Enchères website.

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

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

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

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

Option means the additional services that the Automotive Professional may decide to take out with BCAuto Enchères, subject to unreserved acceptance of the Special General Terms and Conditions applicable to the selected Option.

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

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

Automotive Professional means professionals registered in the trade register as a main activity under one of the following APE codes: 38.31Z, 38.32Z, 45.1, 45.2, 45.3, 45.4, 46.77Z, 49.3, 49.4, 77.1, 77.3.

ELV-Accredited Professional means Automotive Professionals conducting business in the sectors of used parts sales, dismantling and/or crushing. Within the meaning of Articles R543-162 to 164 and 165 of the French Environmental Code, of the Decree of 4 February 2011 and of the Order of 2 May 2012, this means solely the holders of the ELV (end-of-life vehicles) accreditation granted under prefectural order and valid for one year, authorising the destruction of vehicles.

Owner-Seller means the owner of the Vehicle covered by the Public Auction mandate received by BCAuto Enchères.

EU stands for European Union.

Vehicle covers Used Vehicles, Electric Vehicles, Damaged Vehicles, Non-running Vehicles, "Starting price 50€" Vehicles and End-of-Life Vehicles.

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

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

Running Vehicle means any Used Vehicle in capacity to run, excluding Damaged Vehicles, Non-running vehicles, End-of-Life Vehicles.

Non-running Vehicle means any motor vehicle not capable of running, including Damaged Vehicles, ELV and Out of order vehicles.

End-of-Life Vehicle (ELV) means any motor vehicle earmarked for destruction.

“Starting price 50€” Vehicle means any motor vehicle subject to an opening bid of €50.

Offsite Vehicle means any Vehicle that is not kept at a BCAuto Enchères site.

Public Auction or Auction or Sale means the voluntary public auction sales referred to in Article L. 321-1 et seq. of the French Commercial Code as held by BCAuto Enchères at dedicated premises or online via the website www.bca.com.

2. Purpose of the General Terms and Conditions

The General Terms and Conditions define the conditions pursuant to which BCAuto Enchères organises and conducts the Auctions of Vehicles via its website www.bca.com. These General Terms and Conditions shall supersede and prevail over any other condition or document issued by the Automotive Professional or by BCAuto Enchères and concerning the same subject matter.

3. Running of Public Auctions

3.1 - Notification of Public Auction

Each Auction is preceded by notification in accordance with applicable regulations. The display on the BCAuto Enchères website, www.bca.com, of the photographs and descriptions of Vehicles prior to each Auction, or even during the course of Auctions, is considered to constitute notification in compliance with legal requirements.

3.2 - Access to Auctions - Start of Auctions

Auctions conducted electronically are only open to Automotive Professionals whose Registration has first been validated by BCAuto Enchères, as specified in Article 4 hereof. BCAuto Enchères also reserves the right at all times to deny any Automotive Professional access to Auctions, as defined in Article 5 hereof.

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

The auctioneer designated for an Auction session shall open the Auction session.

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

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

When accessing the Auction, the General Terms and Conditions in force are to be unconditionally approved by the Automotive Professional by any means, notably electronically.

3.3 - End of Auction, winning bid and transfer of risks

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

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

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

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

3.4 - Reservation of title

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

Full payment of the price shall then result in handover of the Vehicle and/or documents to the Purchaser. In all circumstances, the administrative documents shall be delivered by post to the Purchaser's address within 15 calendar days of payment of the price, unless provided for otherwise.

Pursuant to Article L. 321-14 of the French Commercial Code, if the Purchaser fails to pay for the Vehicle after having received 15 days' formal notice to settle, the vehicle shall be re-offered for sale on the grounds of irresponsible bidding.

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

Without prejudice to the preceding subparagraph, the defaulting Purchaser irrevocably undertakes to pay the cancellation fees and penalties referred to in Appendix 1,

without prejudice to any damages payable to compensate for the loss suffered by the Owner-Seller.

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

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

3.5 - Specific features of online Auctions

Auctions organised by BCAuto Enchères on its website www.bca.com only concern Vehicles.

BCAuto Enchères sells vehicles individually and not in bulk lots.

BCAuto Enchères reserves the right to withdraw any Vehicle before and during Auction which may be subject to a potential or actual claim or dispute.

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

In no circumstances may BCAuto Enchères be held liable for any damage that may occur to the technical equipment and hardware of the Automotive Professional as a result of accessing online Auctions, as set out in Article 19 hereof.

BCAuto Enchères may not in any way be held liable for any malfunction, quality defect or suspension of service. The Automotive Professional shall not be entitled to any compensation should website service be interrupted for any reason or duration whatsoever.

Even when acting as an intermediary, the Automotive Professional Bidder is deemed to be acting on its own account and shall therefore be personally liable.

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

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

BCAuto Enchères also reserves the right to suspend access to online Auctions at any time, including during an auction session, should the Automotive Professional behave in an irrational manner. The Owner-Seller is not authorised to bid for any vehicle it owns.

Similarly, the Automotive Professional or ELV-Accredited Professional undertakes not to directly contact the Owner-Seller at any time or for any reason whatsoever, without prior, written and express consent from BCAuto Enchères. Failure to comply with this provision shall result in the permanent suspension of the Automotive Professional or ELV-Accredited Professional. For all intents and purposes, BCAuto Enchères specifies that public auctions of movable property via remote electronic means are explicitly excluded from the scope of the right of withdrawal (Article L. 121-21-8 of the French Consumer Code). Consequently, each bid placed and each winning bid made is final. Any Purchaser refusing to fulfil its obligations may be subject to a claim for damages and may be immediately and permanently excluded from the website, without prejudice to the penalties and costs provided for in Appendix 1.

4. Registration

All registrations shall render these General Terms and Conditions enforceable against any Bidder or Purchaser.

4.1 - Participation in Auctions

Any Automotive Professional wishing to take part in Auctions organised by BCAuto Enchères must first register online on www.bca.com by submitting the following documents:

- Kbis extract dating back less than 3 months or proof of registration;
- A photocopy of the ID card or passport of the legal representative;
- As applicable, authorisation granted to the bidder duly signed by the legal representative;
- A valid EU VAT number;
- As applicable, document certifying a different delivery address from the address stated on the Kbis excerpt.

Once the registration form has been submitted, BCAuto Enchères will contact the Automotive Professional within 1 business day of the online registration request in order to verify the conformity of the information with applicable legislation and internal VAT processing rules.

BCAuto Enchères reserves the right to refuse any registration and therefore participation in the auctions or sales of an Automobile Professional whose activity is located in the EU (except France), as soon as the delivery address provided by him does not comply with the criteria allowing the delivery of vehicles, as defined in Article 11.

Once registration has been approved by BCAuto Enchères, the latter shall provide training to the Automotive Professional covering general utilisation of the platform and the Auction process. A personal and confidential login will then be issued via e-mail. [This confidential code enables bids to be submitted.](#)

4.2 - Particular case of ELV-Accredited Professionals

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

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

In all circumstances, BCAuto Enchères reserves the right, as and when required, to demand any further information prior to validating a Registration or after completion of Registration.

After the first purchase, BCAuto Enchères will contact the Purchaser by phone to provide after-sales information to ensure that the Vehicle can be made quickly available for pick-up by the Purchaser or for delivery by BCAuto Enchères.

5. Online access to www.bca.com suspended

Notwithstanding any duly validated Registration, BCAuto Enchères reserves the right to temporarily or permanently suspend Registration and related access to the French and European Auctions for the following reasons (non-exhaustive list):

- Failure to communicate or provide any document requested by BCAuto Enchères (including the certified copy of annual ELV accreditation);
- Failure to pay more than 10 calendar days after being given formal notice to this effect;
- Unpaid due amounts totalling more than €300 exc. VAT, 30 calendar days or more after having received formal notice to settle;
- Improper behaviour towards BCAuto Enchères staff;
- Disclosure of the personal and confidential code to any third party;
- Proven or suspected fraud or any unlawful behaviour;
- Contact with an Owner-Seller;
- Irrational behaviour.

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

Should the Purchaser settle its outstandings more than 30 calendar days after receiving formal notice to settle, release fees shall be applied as set out in Appendix 1 if BCAuto Enchères decides to unblock access to the website www.bca.com

If the Purchaser is also a debtor of other BCA Europe subsidiaries abroad, then all debts must be settled for the account to be released. Release fees shall only apply in the country of largest outstandings.

6. Vehicle description

BCAuto Enchères commits to provide the information listed below for Vehicles on sale at www.bca.com and located at its sites.

6.1 – Vehicle description

- Make
- Model
- Year of first registration
- Odometer reading
- Gearbox type
- Fuel/energy type
- Vehicle colour
- Number of seats
- Number of doors
- Previous use of the Vehicle
- Applicable VAT regime
- Battery purchase or lease for electric vehicles
- Presence or absence of vehicle documents at the moment of sale at BCAuto Enchères

6.2 – List of main Vehicle equipment

6.3 – Set of promotional photos

6.4 – Availability or otherwise of service history

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

6.5 – Availability or otherwise of a spare key

If important last minute information must be shared before or during an Auction, it will also be provided in writing in both French and English. If there is a risk of the information not being understood, the Vehicle will be withdrawn from sale and re-entered for Auction in a later Sale.

7. Vehicle condition

All Vehicles are offered for sale 'as seen'.

The Vehicle's administrative documents include:

- The registration document (or loss report);
- A certificate issued within the last two months confirming the Vehicle to be free of pledge;

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

It is further specified that companies financing the purchase of a motor vehicle have a period of three months from the first entry into service of said vehicle in which to register a pledge on the special register maintained by the Prefecture (Decree No. 53-968 of 30 September 1953) in order to secure repayment of the loan.

Acting in its capacity as a professional, the Purchaser is therefore fully informed that a pledge may be registered on a Vehicle after the Sale.

The Purchaser irrevocably waives all action against BCAuto Enchères in this regard.

The Vehicles stored at BCAuto Enchères premises undergo a Inspection report. The Inspection report provides a limited technical and visual inspection of the Vehicles. The information contained in the report is based on observations made by the member of the BCAuto Enchères technical staff at the time of the inspection. Photos of any damage identified on either the interior or exterior of the Vehicle are also available.

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

8. Payment for Vehicles

8.1 – General principles

After the Sale, the Purchaser shall receive an invoice via e-mail.

The amount of the winning bid, plus any additional fees, must be paid via bank transfer within **2 business days of the Sale**.

The pricing schedule setting out additional fees is provided in Appendix 1 hereof, as applicable on commencement of the Auction or sale session. And the pricing schedule setting out foreign delivery in EU of four-wheel Running Vehicle, is provided in Appendix 2 hereof, as applicable on commencement of the Auction or sale session.

If the bank account of the Automotive Professional is not located in the same country as that of the company, and unless the Automotive Professional provides proof that the company is the holder of the bank account through which the transfer was made, BCAuto Enchères reserves the right to contact the Purchaser to demand transfer to be made from the country in which the company operates.

In the case of a sale to a foreign Automotive Professional, BCAuto Enchères may cancel the sale if the Purchaser does not have a valid EU VAT number.

In case of a Running vehicle sold to a French or non-EU Professional Purchaser, or in case of a Non-running Vehicle, the release document shall be received via email once payment has been confirmed. In case of a four-wheel Running Vehicle sold to a foreign EU Professional Purchaser, the delivery booking will start once the payment is confirmed (excluding special cases as mentioned in Article 14).

Administrative documents will be delivered by post to the Purchaser's address on receipt of payment in the case of French customers and, in the case of foreign customers, on receipt of the latest original copy of the CMR bearing the stamps of BCA, the carrier and Purchaser.

If the Automotive Professional operates in a country other than France and wishes to have the Vehicle documents available at the time of pick-up, the due amount of VAT must be settled. This VAT payment shall be refunded on receipt of proof of export.

BCAuto Enchères will issue a first payment reminder on the 3rd calendar day after invoice date and a 2nd payment reminder on the 5th calendar after invoice date. Should the Purchaser fail to make payment within 10 calendar days of the invoice date, BCAuto Enchères reserves the right to temporarily block access to www.bca.com and, if payment is not received within 15 days of the invoice date, BCAuto Enchères reserves the right to cancel the sale and definitively block the account of the Purchaser and to invoice cancellation fees as set out in Appendix 1. The Purchaser's account will remain frozen until all invoices are settled in full (including cancellation and unblocking fees).

8.2 - Special case of electric vehicles with battery rental

With regard to electric Vehicles sold with a battery leasing contract, along with the payment and as soon as the vehicle is purchased, the Purchaser acknowledges its responsibility to take over the leasing agreement for the Vehicle and to take all necessary steps to formalise the transfer of ownership into its name.

9. Automatic purchase declaration service (France only)

BCAuto Enchères is accredited by the Ministry of the Interior to make purchase declaration requests in the place of the Purchaser via the SIV Vehicle registration system.

Any Automotive Professional Purchaser at BCAuto Enchères Auctions may register for this service. To establish the applicable costs and conditions, the Automotive Professional should refer to the [Specific General Terms and Conditions of the Automatic Declaration service](#).

If the Automotive Professional has subscribed to this service, acceptance of these General Terms and Conditions shall constitute acceptance of the Special General Terms and Conditions for the Automatic Declaration service.

10. Automatic delivery service in France

Any Automotive Professional conducting its business activities in the EU may register for the Automatic Delivery service, enabling it to entrust organisation of Vehicle delivery to BCAuto Enchères.

This service is governed by the [Specific Delivery Terms and Conditions](#), to which the Automotive Professional should refer to establish the costs and conditions of the service.

Should the Automotive Professional register for the Automatic Delivery service, acceptance of these General Terms and Conditions constitutes acceptance of the Special Terms and Conditions of the Automatic Delivery service.

If the delivery address is different from the main address of the Purchaser, the latter must complete the relevant document (Confirmation of Alternative Delivery Address).

11. Automatic delivery service for Running Vehicles in the European Union (excluding France, Greece and Islands) and excluding vehicles covered by special cases.

11.1 - General principles

BCAuto Enchères is only obliged to use its best endeavours to organise the delivery of the Vehicle.

BCAuto Enchères acts as an agent for the Automotive Professional in its dealings with the carrier.

In case of a European delivery outside France, no one can derogate from the application of the Geneva Convention relating to the Contract for the International Carriage of Goods by Road.

BCAuto Enchères reserves the right to deliver a Vehicle by plate driver, which can increase the kilometers compared to the one announced during the sale. By accepting those Terms and Conditions, the Purchaser cannot contest the increase of the vehicle kilometers resulting from this service.

11.2 - Specific vehicles excluded from the delivery service

All vehicles are eligible for transport with the exception of damaged, broken down, two and three-wheeled vehicles (wheeled or non-wheeled) and ELV, which must be removed by the Automotive Professional in accordance with Article 14.

11.3 - Delivery address

The delivery address is the address provided by the Automotive Professional when registering on the website www.bca.com and approved by BCAuto Enchères in accordance with these terms and conditions.

The delivery address provided by the Automotive Professional who has applied for registration must be accessible to the carrier appointed by BCAuto Enchères.

The delivery address must be:

- A precisely identified location. In this respect, the Professional undertakes to provide all the information necessary to have a complete and detailed delivery address.
- A location corresponding to a garage, a dealership and, in any event, a location accessible to a 8-car-carrier (35t).
- A location that is suitable for the forthcoming delivery, easily accessible and without any particular constraints or risks. In the event of delivery on the public highway, it is the responsibility of the Automotive Professional to ensure that the delivery complies with traffic regulations and to obtain, if necessary, all the necessary administrative authorisations.
- A location where the Automotive Professional is physically present or represented by their legal

representative or any natural person with the authority to bind the Automotive Professional.

If the delivery address is different from the main address of the Purchaser, the latter must complete and provide the relevant document [Confirmation of Alternative Delivery Address](#), as well as a proof of ownership or rental, it being specified that it must always be a delivery address approved by BCAuto Enchères at the time of Registration or, if it is a new address after Registration, this new delivery address must have been provided to BCAuto Enchères before the Purchaser takes part in the auction and must have been approved by BCAuto Enchères.

By signing the Alternative Address Confirmation document, the Purchaser confirms:

- That all Vehicles and related documents are to be delivered to the stated address located in the same country as that of the Purchaser;
- That the address provided is under its control and is able to securely take delivery of the Vehicles at this address.
- That it assumes full responsibility of all vehicles after delivery has been fulfilled at the specified receiving address.

In the event that delivery is prevented due to the fact that the place of delivery does not meet the criteria described above or in the event of the absence of the Automotive Professional or their representative, delivery may be refused by BCAuto Enchères and the Automotive Professional shall be irrevocably bound to pay the cost of transport as well as all direct or indirect costs and expenses resulting from the prevented delivery.

The Automotive Professional acknowledges that their own opening hours to the public are not enforceable in relation to the delivery of the Vehicle.

11.4 - Delivery costs

The flat rate applicable is the one in force on the day the organisation of each Vehicle delivery begins.

The rates may be revised at any time by BCAuto Enchères, which the Automotive Professional accepts without reservation.

In the event of a rate revision or change, BCAuto Enchères will inform the Automotive Professional by sending them the new rate calculation methods by any written means. These new rates will be applicable within a period of one month from the date they are sent by e-mail.

The Automotive Professional shall be deemed to have accepted the new rates unless they expressly object in writing within one month of the new rates being sent by email. And their access to the bca.com marketplace will be suspended.

BCAuto Enchères will apply a delivery charge for all Vehicles destined for the EU (excluding France, Greece and Islands), which is a flat rate charge depending on the country and the area of the delivery address, the amount of which is specified in Appendix 2.

The Automotive Professional acknowledges that they have been informed that the flat rate applicable to the delivery is subject to increases, depending on the model of the vehicle and its dimensions in accordance with Appendix 2 of these General Terms and Conditions.

The Professional acknowledges that the classification of the Vehicle in one of the above-mentioned categories is determined unilaterally by BCAuto Enchères and cannot be contested by the Automotive Professional.

Delivery fees will also vary depending on the fuel surcharge European Index delivered by the European commission, as mentioned in Appendix 2.

11.5 - Delivery times and conditions

Delivery times are given as an indication only.

BCAuto Enchères automatically organises the delivery of Vehicles for which the Auctioneer has been declared the successful bidder during a Sale, except for the specific vehicles mentioned hereafter, as soon as the payment of the totality of the invoice of the Vehicle is received.

By accepting these General Terms and Conditions, the Automotive Professional mandates BCAuto Enchères to automatically and without further formality organise the delivery of all Vehicles for which he has been declared the successful bidder in a Sale, whether by truck or by plate driver.

Delivery will take place during normal business hours from Monday to Friday, the delivery times being given in any event as an indication only.

In case of difficulty during delivery or if delivery is prevented, BCAuto Enchères will advise the Automotive Professional as soon as possible.

In the event of damage to the Vehicle during delivery, the Automotive Professional must mention it on the CMR upon receipt. BCAuto Enchères will repair the Vehicle or compensate the Automotive Professional up to the lower of the amount of the damage repairs or the price at which the Vehicle was sold to the Automotive Professional.

The unloading of the Vehicle is carried out on the responsibility of the carrier, together with that of the Automotive Professional.

In the event that the delivery of the Vehicle is materially impossible (non-exhaustive examples: disappearance of the vehicle, destruction or theft of the vehicle, etc.), BCAuto Enchères undertakes, except in the event of force majeure as defined by French law and jurisprudence, to refund the price paid by the Automotive Professional. No compensation or

sum of any kind whatsoever may be claimed by the Automotive Professional in this case. The reimbursement of the Vehicle by BCAuto Enchères to the Auctioneer will be made when the vehicle documents are returned to BCAuto Enchères.

12. Vehicle pickup

Vehicles may only be picked up after full payment of all due amounts.

Pick-up fees are applied to the Vehicle invoice as set out in Appendix 1.

Subject to this condition, Vehicle pickup takes place at the risk and sole responsibility of the Purchaser, notably with regard to insurance obligations and compliance with the Highway Code.

Any carrier or person not in possession of a release document and/or waybill (CMR) and/or the appropriate equipment for loading the Vehicle, especially for Damaged Vehicles, Non-running Vehicles, "Starting price 50€" Vehicles and End-of-Life Vehicles, shall be denied access to the Vehicle.

Any reservations must be stated in writing at the time of pick-up on the release document or waybill.

BCAuto Enchères may not be held liable for any damage whatsoever, howsoever caused, that may occur during pick-up.

Vehicle pickup for a running vehicle must take place within 13 calendar days following the date of Sale for a vehicle sold in France and within **21 calendar days in case of a sale outside EU**. The maximum period for the removal of a **Damaged, Non-running or ELV Vehicle** is 17 calendar days following the date of Sale in the case of a vehicle sold in France, and **21 calendar days in the case of a vehicle sold abroad**. Thereafter, parking fees shall be charged per additional day in accordance with the price list provided in Appendix 1 of the General Terms and Conditions.

The Vehicle pickup by a third-party carrier must be notified via e-mail to the storage site at least 24 hours in advance (e-mail address available on the release document), specifying the Vehicle registration number and incorporating the release document in attachment.

Any Vehicle picked up in person must be covered by an appointment on the storage site, to be made at least 24 hours prior to arrival, via the process available at www.bca.com.

Regardless of the circumstances, any Automotive Professional failing to pick up a Vehicle already paid for within 15 days of receiving, yet failing to act on, formal notice, irrevocably authorises BCAuto Enchères to put said Vehicle up for sale, without any Reserve Price. In any such case, BCAuto Enchères undertakes to pay to any Purchaser failing to pick up their Vehicle the balance of the price of the auctioned Vehicle less legal deduction of the fixed selling, parking and cancellation costs as defined in Appendix 1, without prejudice to any claims for damages. No compensation may be claimed by the Purchaser.

BCAuto Enchères may not be held liable for the conditions of transport and delivery of the Vehicle entrusted to a carrier under the responsibility of the latter.

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

13. Sale abroad

To obtain an invoice excluding VAT, the Purchaser must use a third-party carrier and freight forwarder for customers outside the EU. Invoicing excluding VAT is to be only possible against submission of a CMR on pick-up.

The third-party carrier must be able to provide proof of its activity and accreditation. BCAuto Enchères reserves the right to refuse a CMR.

The Vehicle documents shall be retained by par BCAuto Enchères until all payments related to the purchase have been made in full and all the following documents have been provided:

- Last original copy of the CMR bearing the stamps of the BCA Group, of the carrier, of the Purchaser; as well as the Purchaser address;
- Export declaration;
- Carrier insurance policy or transport invoice (minimum €400,000);
- For non-EU customers, the EX1 documents.

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

If the Purchaser wishes to obtain the Vehicle documents at the time of pick-up, he must pay the amount of VAT. Such VAT payments shall be refunded on receipt of proof of export.

If the delivery address is different from the main address of the Purchaser, the latter must complete the relevant document (Confirmation of Alternative Delivery Address). By signing this document, the Purchaser confirms:

- That all Vehicles and related documents are to be delivered to the stated address located in the same country as that of the Purchaser;
- That the address provided is under its control and is able to securely take delivery of the Vehicles at this address;
- That it assumes full responsibility of all vehicles after delivery has been fulfilled at the specified receiving address.

Pickup and parking fees as stated in Appendix 1 are applicable to overseas sales.

14. Special cases: Damaged Vehicles, Non-running Vehicles, End-of-Life Vehicles and 2 or 3-wheeled Vehicles

14.1 - General provisions

When selling Damaged Vehicles or End-of-Life Vehicles, some such Vehicles are subject to the French VE procedure (damaged vehicles) or the French VEI procedure (economically non-repairable vehicles).

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

14.2 - ELVs

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

The ELV-Accredited Professional undertakes to comply with and guarantees to BCAuto Enchères that it complies with any legislation or regulation or any applicable environmental standard, notably with respect to the dismantling of any vehicle, such that BCAuto Enchères may not be held liable in any manner whatsoever in this regard.

The ELV-Accredited Professional undertakes to immediately provide BCAuto Enchères with any certificate of destruction of a Vehicle sold by Auction.

14.3 - Damaged electric or hybrid Vehicles

In the case of electric or hybrid Vehicles that have been damaged, the battery must be disconnected before the vehicle can be handled, whether for transport or storage purposes. Depending on the particular circumstances, disconnection must be carried out by the seller, the carrier or the buyer prior to moving the Vehicle. Regardless of the circumstances, BCAuto Enchères is not responsible for carrying out disconnection and may not be held liable for any physical and/or material damage resulting from:

- Absence of disconnection;
- Partial, incorrect, non-industry standard disconnection or disconnection conducted in violation of any applicable regulations;
- Or, more generally, any act or omission in the performance of disconnection by the personnel of the Vehicle owner, of the carrier or of the Purchaser.

The person carrying out the disconnection must be the holder of an accreditation through theoretical and practical training duly validated in accordance with the applicable NF UTEC 18-550 standard on electrical accreditation for electric and hybrid vehicles, issued by a specialist body (such as APAVE/NEOMIS or equivalent), which must be currently valid and, as applicable, up to date with all regulatory or legislative developments.

Where any foreign company is active in France in any battery disconnection activity, it:

- Must comply with applicable employment law and all electric and hybrid vehicle accreditation regulations; and
- Is required to provide its personnel with training equivalent to that provided for under French law, thereby guaranteeing the safety of its personnel assigned to the handling and processing of electric or hybrid Vehicles.

The entity and/or individual in charge of battery disconnection (whether the seller, the buyer or the carrier) shall be exclusively and entirely liable vis-à-vis BCAuto Enchères for the fulfilment of its obligations hereunder.

The latter shall indemnify and hold harmless BCAuto Enchères, its corporate officers, shareholders, directors and employees against all costs, losses, damage and indemnities resulting from any violation hereof, notably, but not limited to, resulting from the absence of disconnection, any disconnection carried out without adequate authorisation or with unsuitable equipment, from poor handling of the Vehicle, or from unsuitable storage of the Vehicle, including when the damage is caused when the Vehicle is located at BCAuto Enchères centres.

14.4 - Delivery of specific Vehicles by BCAuto Enchères

The Automotive Professional acknowledges to have been informed that non-running and/or damaged Vehicles, 2 or 3-wheeled Vehicles, industrial Vehicles and agricultural machinery are subject to specific quotes. The removal of the Vehicle from the storage site where it is located is carried out by a carrier under its sole responsibility.

15. Photo Pack

15.1 – General principles

Certain Vehicles offered for sale by BCAuto Enchères are photographed for inclusion in a Photo Pack.

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

For each Vehicle for which an Automotive Professional is acknowledged as the Purchaser, the latter may obtain and use a Photo Pack for the Vehicle concerned, to be exploited in the context of reselling the Vehicle to its own customers.

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

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

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

The Automotive Professional therefore acknowledges that the absence or non-availability of a Photo Pack, regardless of the reason, shall not justify any reduction in the Sale prices, which will remain as set out in Appendix 1 and which the Automotive Professional undertakes to pay for each winning bid, whether in the absence or presence of a Photo Pack.

15.2 – Downloading the Photo Pack

The Photo Pack consists of multiple electronic files corresponding to the photos of the Vehicle which are accessible and can be downloaded by, and at the sole discretion of, the Automotive Professional, from its “My account” page on the website www.bca.com.

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

The contents of the Photo Pack will be of sufficient quality to be downloaded, saved, stored and be subsequently put to reasonable use. The Automotive Professional acknowledges that it may not demand a minimum quality or specific format for the contents of the Photo Pack, which it undertakes to download, save, store and use in the format and quality provided.

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

The Automotive Professional acknowledges that it has been informed, and declares to have accepted, that the contents of the Photo Pack will be available for download during a maximum period of three months from the date on which it is declared Purchaser of the Vehicle concerned. After this period, the contents of the Photo Pack will no longer be available.

Should the Automotive Professional not have downloaded the contents of the Photo Pack within the aforementioned period or, more generally, should it not have saved or stored the contents of the Photo Pack within said 3-month period, it acknowledges that it will definitively no longer be able to access or download the contents of the Photo Pack with no entitlement to any compensation whatsoever.

15.3 - Right to use the elements of the Photo Pack

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

BCAuto Enchères grants the Automotive Professional a right to use the contents of the Photo Pack, limited to presentation of the Vehicle, on any medium of its choice in order to support sales activities vis-à-vis its own customers (website or third-party website, internal catalogue, etc.). Any other use is prohibited without prior written authorisation from BCAuto Enchères.

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

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

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

BCAuto Enchères reserves the right to temporarily or permanently interrupt or suspend the Photo Pack service, at any time and without having to provide just cause.

BCAuto Enchères will inform the Automotive Professional thereof via all reasonable means.

The Automotive Professional must accept any interruption or temporary or permanent suspension of the Photo Pack service for any reason and duration whatsoever, without any right to compensation or reduction in the Sale prices as detailed in Appendix 1.

16. Aftersale reservation and claim

Each bid placed and each winning bid is final; no claim of any nature will be accepted after the winning bid has been announced.

Any reservations made as regards the Vehicle must be stated in writing:

- On the release document throughout the pick-up of the Vehicle, and the Professional Purchaser have 48 hours maximum to open a claim from the online registration form; or
- On the bill of lading (CMR) at the time of delivery, and the Professional Purchaser have at the latest within 24 hours from the date of delivery to open a claim through the online claim form, in order to enable BCAuto Enchères to respect the legal time limit of three working days specified in Article L. 133-3 of the Commercial Code.

Failing this, Purchaser shall be deemed to have unconditionally accepted the Vehicle and shall not be entitled to make any claim.

BCAuto Enchères undertakes to confirm receipt of any claim within 24 hours after it has been issued via the online form and to provide an initial response within 5 business days.

Only claims issued in compliance with the above will be considered, provided that:

- Claims are issued via the online claims form at www.bca.com;
- They concern elements not mentioned by the auctioneer, or on the description form of the Vehicle, or on the Inspection report, or on any other document;
- A photo of the mileage counter is provided without exceeding an additional 50km vs the mileage displayed at the time of the Sale (any higher mileage will be

accepted if the Vehicle has been transported via a professional driveaway delivery service);

- The vehicle is in same condition as when delivered or picked up; no claim will be processed if the Vehicle has been worked on or resold.

BCAuto Enchères will not consider claims relating to vehicles:

- With mileage in excess of 180,000 km;
- That are more than 10 years old;
- That are sold as Damaged, Non-running or End-of-Life (ELV).

Claims relating to technical or bodywork elements, estimated at an amount below €350 exc. VAT, are not eligible.

For vehicles stored in BCAuto Enchères centres and covered by an Inspection report, only claims concerning gross or blatant errors of description will be considered. Under no circumstances will mechanical problems or wearing parts be taken into account. It should be noted that the Inspection report does not constitute a warranty.

In case the VAT status initially indicated by BCAuto Enchères is changed after the sale has taken place (from margin to qualified or the other way around), BCAuto Enchères is entitled to revise the VAT treatment to the Buyer by way of a credit memo and revised sales invoice (please consider ECJ Biosafe C-8/17) and pay to (or receive refund from) BCAuto Enchères any necessary VAT adjustments where appropriate.

Any inconsistencies in the description between the text and the photos coming from BCAuto Enchères may be the subject of a claim provided they concern the following elements: make, model, date of first registration, mileage (margin of 50km), gearbox type, energy type, color, number of seats, number of doors, previous use emergency vehicle, driving school, taxi or other) or VAT regime applicable to the Vehicle.

The Purchaser may open a claim where the Vehicle's documents are not forwarded:

- Within 30 calendar days of payment for the Vehicle, for an Automotive Professional whose business is located in France;
- Within 15 calendar days of receipt of the CMR by BCAuto Enchères, for an Automotive Professional whose activity is located abroad.

In the event of BCAuto Enchères agreeing to cancel the sale of a delivered Vehicle, no cancellation fee will be charged to the Purchaser. BCAuto Enchères and the Automotive Professional shall collaborate to repatriate the Vehicle as cost effectively as possible, where the cost of repatriation shall be borne by BCAuto Enchères in full. If transfer of ownership is to take place, this period may be extended. The Automotive Professional shall not be compensated for any improvements made to the purchased Vehicle or for any expenses incurred, such as maintenance, refurbishing or fuel costs.

If the outcome of the claim results in payment from BCAuto Enchères to the Purchaser, such payment shall be made within 4 business days of settlement of the claim being

confirmed to the Purchaser. The refund of the Vehicle by BCAuto Enchères to the Purchaser shall be made once the Vehicle and documents have been returned to BCAuto Enchères.

17. Warranties

The Owner-Seller does not provide any warranty for any reason or on any grounds whatsoever. The warranty against hidden defects provided for under Article 1641 et seq. of the French Civil Code is notably excluded, as the Owner-Seller and Automotive Professional are both professionals in the same speciality within the meaning of French case law.

In its capacity as agent of the Owner-Seller, BCAuto Enchères cannot be required to provide any warranty for a Vehicle sold by Auction.

18. Limitation of liability

BCAuto Enchères is a company organising voluntary Public Auctions of movable property. In this capacity, it is responsible for the security, legality and effective implementation of the Auctions it organises, in accordance with Articles L.321-5 and L.321-17 of the French Commercial Code.

In this context, BCAuto Enchères is bound by an obligation of means. In all circumstances, the liability of BCAuto Enchères is limited to that of its business as provided for by law, i.e. the security and legality of the organisation and implementation of Vehicle Auctions.

Outside the aforementioned legal framework, BCAuto Enchères may not be held liable in any respect whatsoever for any direct or consequential property damage, non-pecuniary loss or bodily harm of any kind whatsoever caused to an Automotive Professional in the context of a Public Auction held via the website www.bca.com.

Regardless of the circumstances, BCAuto Enchères may not be held liable for any incident, damage, deterioration or event of any kind whatsoever that may affect the mechanical functioning of a Non-running or Damaged Vehicle.

In accordance with Article L.321-17 of the Commercial Code, the appointed auctioneers acting within the framework of Auctions organised by BCAuto Enchères shall be jointly and severally liable with BCAuto Enchères for the contents of the product catalogue.

19. Technical and IT security

Under no circumstances may BCAuto Enchères be held liable for any incident, damage, deterioration or event that may occur as a result of access to the Auctions or to the act of downloading, saving, storing or using the contents of the Photo Pack by the Automotive Professional.

Similarly, under no circumstances may BCAuto Enchères be held liable for any technical difficulty, notably, but not limited

to, any compatibility problems with the Automotive Professional's technical or IT environment associated with programs, computer files or data provided or communicated by BCAuto Enchères. The Automotive Professional bears sole and exclusive responsibility for its own technical and IT environment. It is the responsibility of the Automotive Professional to maintain and/or obtain any software, program or technical or IT component that enables it to access the Auctions and to download, store and use the contents of the Photo Pack. The Automotive Professional represents and warrants to BCAuto Enchères that it only uses software, programs and technical or IT components for which it lawfully holds all necessary rights or licences.

The Automotive Professional bears sole and exclusive responsibility for its own IT security, in which regard it undertakes to implement all necessary tools to detect, process and delete any harmful software, program or technical or IT component, including any software, program or technical or IT component that may affect the services provided by BCAuto Enchères, including the contents of the Photo Pack.

Regardless of the circumstances, BCAuto Enchères may not be held liable for any incident, damage, deterioration or event of any kind whatsoever that may affect the technical or IT environment of the Automotive Professional.

20. Insurance

BCAuto Enchères certifies that it has taken out an insurance policy covering all the acts and responsibilities it performs in the course of its business as organiser of voluntary Public Auctions of Used Vehicles.

The Purchaser warrants to BCAuto Enchères that it has taken out all insurance policies necessary for its business and, most notably, that it has taken out all insurance policies required to cover the Vehicles from announcement of the winning bid up to pick-up.

21. Intellectual property

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

Any contravention of the foregoing may result in civil and criminal prosecution for the Automotive Professional and permanent deletion of its account.

22. Data protection legislation

As data controller, BCAuto Enchères guarantees its compliance with all applicable regulations on the protection of personal data, notably Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data (GDPR), and the French data protection law no. 78-17 of 6 January 1978, as amended on 20 June 2018.

In this respect, and in accordance with French data protection legislation, any Bidder or Purchaser is entitled to access and modify their personal data contained on the website. Personal computerised files are declared to CNIL in accordance with applicable legislation.

We are committed to protecting and respecting your privacy.

Due to the specific nature of its business, BCAuto Enchères mainly processes professional data. Nevertheless, it is possible that some processed data enables Automotive Professionals to be identified as natural persons.

The data liable to be processed by us consists of:

- Surname, first names and date of birth of the Automotive Professional;
- Identity documents of the Automotive Professional;
- E-mail address;
- Mobile phone number.

We do not collect sensitive data.

The purpose of processing personal data is to manage our commercial relationship and to allow you to access the Auction service.

Accordingly, BCAuto Enchères may share the data of the Automotive Professional with other subsidiaries of BCA Europe in the context of a Vehicle purchased during a foreign Sale via bca.com. BCAuto Enchères also reserves the right to share the data with the tax authorities when requested to do so.

During the handling of Vehicles delivered by BCAuto Enchères, we share the following data with Vehicle transport service providers:

- Surname and first names of the Automotive Professional;
- Delivery address;
- E-mail address;
- Mobile phone number.

Everyone has rights with regard to the way in which their personal data is processed. During the course of our activities we collect, store and process personal data about our customers, suppliers and other third parties and recognise that the correct and lawful processing of such data will maintain confidence in our organisation and ensure the successful conclusion of business transactions.

For further information about how we manage your personal data, please consult our full privacy and data protection policy at www.bca.com.

23. General provisions, applicable law and competent court

Any invalidity or unenforceability of any provision of the General Terms and Conditions shall not affect its remaining provisions.

In the event of dispute, French law alone shall apply and exclusive jurisdiction shall be exercised by the Commercial Court of Paris.

I hereby declare to have familiarised myself with the General Terms and Conditions of BCAuto Enchères.

Date: ___/___/___

Signature and stamp:

APPENDIX 1 – FEES (except delivery)

1. Winning bid amount

The winning bid amount is inclusive of VAT.

2. Buyer fees

a. VAT

Whenever the sale of the vehicle is subject to the VAT margin scheme, BCA will also apply this regime to any fees that form part of the selling price of the vehicle under article 132 of EU Directive 2006/112/CE.

VAT cannot be claimed back on certain Vehicles. For this type of vehicle and pursuant to Article 297 A I of the French Tax Code, VAT is added to the cost of sale but may not be claimed back by the Purchaser (marginal VAT).

b. Auction sale fees

Fees applied to online sales are equal to 2.6% exc. VAT of the winning bid amount inc. VAT per Vehicle, with a minimum of €440 exc. VAT (except for "Starting price 50€" and "Non-running" sales with a minimum of €320 exc. VAT, and "ELV" sales with a minimum of €200 exc. VAT).

Fees applied to European sales of electric Vehicles are equal to 2.8% exc. VAT of the winning bid amount inc. VAT per Vehicle, with a minimum of €300 exc. VAT.

A flat fee applies for Alphabet France sales of €125 exc. VAT per vehicle and for Hertz France sales of €250 excluding VAT per Vehicle.

Administration fees of €100 exc. VAT per Vehicle apply to Vehicles for export.

c. Fixed price fees

Auction fees applied to "Euroshop" sales are equal to 3% exc. VAT of the fixed price inc. VAT per Vehicle, with a minimum of €350 exc. VAT.

A flat fee of €417 exc. VAT per vehicle is applied to other fixed-price sales.

Administration fees of €100 exc. VAT per Vehicle apply to Vehicles for export.

3. Pick-up fee

A pick-up fee of €15 exc. VAT is added to the Vehicle invoice.

4. Late payment penalties

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

5. Recovery fees

Fixed fee of €40 exc. VAT.

6. Cancellation fees

Fixed fee of €500 exc. VAT per Vehicle.

7. Unblocking fees to access to www.bca.com

Fixed fee of €600 exc. VAT per occurrence.

8. Parking fees

Vehicle pickup for a running vehicle must take place within 13 calendar days following the date of Sale for a vehicle sold in France and within 21 calendar days in case of a sale outside EU. The maximum period for the removal of a Damaged, Non-running or ELV Vehicle is 17 calendar days following the date of Sale in the case of a vehicle sold in France, and 21 calendar days in the case of a vehicle sold abroad. Thereafter, parking fees shall be charged at the rate of €18 exc. VAT per car per additional day.

ANNEXE 2 – Automatic delivery in EU of running vehicles (except France, Greece and Islands)

BCAuto Enchères applies delivery fees for all Running Vehicles purchased in EU, in the exception of France, Greece and Islands. These flat-rate costs are fixed according to the country and zone of the delivery address. The flat-rate also vary depending on:

- Vehicle classification (make and model),
- And the evolution of the fuel surcharge European index.

[See the transport calculator](#) to check delivery price and lead time.

Classification of vehicles leading to an increase in delivery costs

The delivery fee depends on the vehicle category in which the Vehicle is part as described hereof:

- PC: Personal Car
- SUV: Sport Utility Vehicle
- LCV: Light Commercial Vehicle

The [Vehicle classification per make and model is available here](#)

Fuel surcharge index calculation

The index used for the application of the fuel surcharge is that of the [price excluding tax of automotive gas oil in Europe issued by the European Commission](#).

The reference defined by BCA Europe corresponds to the average price excluding tax of the Automotive gas oil in Europe for 1000 liters on 07/03/2022: 1,024.30. It refers to the gas oil index in the calculations.

The share of the gas oil price in the cost price of transport is set at 25% in accordance with market practices.

- **The calculation of the fuel surcharge index is as follows:**

Fuel surcharge common amount =

$((\text{common fuel surcharge Index} - \text{reference fuel surcharge Index}) / \text{reference fuel surcharge Index}) \times \text{flat rate delivery fee} \times 25\%$

- **Application condition**

It is agreed that the amount of the fuel type surcharge will only change if the consequences on the cost price exceed 3% (in the sense of an increase as well as a decrease in price), in which case the amount will be directly reviewed on the invoice.

- **Examples**

Case 1 – fuel surcharge index amount applied for an index = 1222,66

$= ((1222,66 - 1024,3) / 1024,30) \times 0,25 = 4,8\% \rightarrow$ as this variation is greater than 3%, it will be applied.

Case 2 – fuel surcharge index amount applied fo an index = 1074,30

$= ((1074,3 - 1024,3) / 1024,30) \times 0,25 = 1,2\% \rightarrow$ as this variation is less than 3%, it will not be applied.