



SPLA – Sociedade Portuguesa de Leilões de Automóveis, SA

## General Conditions of Purchase and Sale at Auction

March 2021



## 1. Definitions

- 1.1 **SPLA:** means S.P.L.A. — Sociedade Portuguesa de Leilões de Automóveis, SA, which is wholly owned by BCA Auctions Holdings B.V., which uses the BCA trademark and carries on an auction business, via the organisation and operation of auctions, and by acting as the Seller's agent.
- 1.2 **Auction:** the offering of vehicles for sale, via a bidding procedure led by an auctioneer, conducted on the various platforms used by SPLA and at in-person auctions.
- 1.3 **Auctioneer:** an employee, or representative of SPLA, who has conduct of the auction.
- 1.4 **Participant:** any person registered to bid at a given auction.
- 1.5 **Buyer:** the maker of the highest bid accepted by the auctioneer on the fall of the hammer, or, in the case of an on-line auction, the highest bid recorded above the reserve price, or by private treaty sale.
- 1.6 **Seller:** the owner, or its duly accredited agent, who enters the item to be auctioned.
- 1.7 **Vehicle:** any kind of used motorised vehicles, including light and heavy automobiles, motorcycles, motorised caravans, tractors, and other vehicles.
- 1.8 **Vehicle information sheet:** a document to be completed by the Seller containing all information with regard to the item to be brought to auction, which includes the appointment of SPLA as the Seller's sales agent.
- 1.9 **Registration form:** a document to be completed by all persons interested in bidding at SPLA auctions.
- 1.10 **Lot:** a vehicle brought to auction, with a specific lot number.
- 1.11 **Bid:** all prices offered by Participants for a given lot.
- 1.12 **Entry fee:** the fee payable by the Seller to SPLA with regard to each vehicle admitted to auction.
- 1.13 **Sale commission:** the amount payable by the Seller to SPLA, with regard to each vehicle sold at a given auction.
- 1.14 **Buyer's fee:** the fee payable by the Buyer to SPLA, with regard to each vehicle purchased at a given auction.
- 1.15 **Other services:** all services requested from SPLA within the ambit of its business, e.g. transport, washing, preparation of the vehicle and the vehicle report.
- 1.16 **Reserve price:** the minimum price sought by the Seller for the vehicle to be auctioned.
- 1.17 **Auction price:** the highest bid made at an auction, for a specific lot, which is the lot sale price, provided that it equals or exceeds its reserve price, or which, in the case of a provisional sale, is accepted by the Seller.
- 1.18 **APB (amount payable by the Buyer):** the amount payable by the Buyer for a specific lot, which is the sum total of the sale price, the Buyer's fee and the price of other services requested by the Buyer, plus all taxes or charges due to the State, or any other public body.
- 1.19 **APS (amount payable by the Seller):** the amount payable by the Seller regarding a specific lot, which is the sum total of the entry fee, the sale commission and the price of other services requested by the Seller, plus all taxes or charges due to the State, or any other public body.
- 1.20 **Vehicle Report:** a document prepared by an SPLA employee, which is based on an evaluation of the apparent state of repair of the vehicle.
- 1.21 **Removal authorisation:** means permission for an item to leave SPLA's premises, which is issued in writing by the appropriate department of SPLA.



1.22 **“As seen” vehicle:** means a vehicle about which no information has been provided by the Seller regarding its state of repair, or a vehicle about which it is not possible to provide more detailed information regarding the age, or state of repair, of the vehicle, in the vehicle report.

## 2. Objectives

2.1 The purpose of this document is to establish the operating rules of the auction, the rights and duties of the parties involved therein and the principles governing a salutary commercial relationship with SPLA.

2.2 Participants, who have read and accept these conditions, are entitled to bid at any auction conducted either by SPLA, or by any of its European partners, except in the United Kingdom, subject to acceptance of the specific Terms and Conditions in each country, which may differ from these terms and conditions, for reasons related to the legislation applicable in each country.

2.3 Both SPLA, and the Sellers and Participants with whom it transacts vehicles, are in permanent evolution in a dynamic environment. SPLA therefore reserves the right to alter these conditions periodically and will give notice of all alterations whenever they occur.

## 3. Principles and values of BCA

3.1 Transparency: each used vehicle is different and has its own history. It is never possible for SPLA to know all the facts regarding the vehicles it auctions, despite the fact that it makes every effort both to ascertain them and to communicate everything it finds.

3.2 Equal Opportunities: means that all Participants have the same opportunity to acquire a vehicle at an auction, regardless of the number of purchases they make, or the channel via which they choose to bid.

3.3 SPLA never auctions vehicles in batches. We auction vehicles individually and only permit Participants to acquire one vehicle at a time.

3.4 SPLA seeks to ensure a selection of *bona fide* and responsible Sellers and Buyers, in order to provide efficient and reliable services.

## 4. Parties to the purchase and sale contract

The parties to the contract for the purchase and sale of an auctioned lot, are the Buyer and the Seller. SPLA acts as the Seller's agent in accordance with the agency given to it by the Seller in the vehicle information sheet, or in such other document as grants an agency to it.

## 5. Obligations

### 5.1 Obligation of the seller

The Seller shall bring the vehicle to auction, free and unencumbered, save where it makes express reference thereto.

The Seller shall ensure that the information in the vehicle information sheet is correct, complete and contains no inaccuracies.

The Seller shall delivery the following to SPLA:

- a) The vehicle;
- b) The Single Vehicle Document, the valid Single Vehicle Form and the documents necessary for the

- registration of the transfer of ownership of the vehicle to the Buyer;
- c) A valid vehicle inspection certificate, where required by law;
  - d) The keys of the vehicle;
  - e) The entry fee and the sale commission;
  - f) The vehicle information sheet duly completed and signed;
  - g) Any other document that SPLA's staff considers to be necessary in order to accept the vehicle for auction.

The Seller shall complete the vehicle information sheet with all the information requested therein, save where the form is completed by SPLA, in accordance with an agreement in writing, on the basis of information provided by the Seller, also in writing.

By completing the vehicle information sheet and the acceptance thereof by SPLA, the Seller becomes subject to an obligation to bring the vehicle in question to auction.

The Seller is solely liable with regard to the falsehood, inaccuracy and/or incomplete nature of any information included in the vehicle information file, and any other information or guarantees provided.

## **5.2 Obligations of the participant and the buyer**

5.2.1 Only natural or legal persons, whose primary or secondary business is the sale of auctioned vehicles may be Participants/Buyers. Consumers (as defined in Law no. 24/96, of 31 July, or such other legislation as replaces it) are precluded from taking part in an auction as a Participant/Buyer.

5.2.2 The Buyer shall accept such state of repair of a vehicle as is apparent from a visual examination thereof, e.g. the condition of the bodywork, tyres, exhaust system, upholstery and engine.

5.2.3 The Buyer shall remove the vehicle following the issue of the removal authorisation by SPLA. Where the Buyer fails to remove the vehicle within fifteen days of the date of the issue of the removal authorisation by SPLA, SPLA is expressly authorised by the Buyer to reauction the vehicle without a reserve price, in order to recover the sums owed to it by the Buyer. SPLA shall pay the sale price to the Buyer, after the deduction of the APS.

5.2.4 Once a removal authorisation has been given by SPLA, the Buyer shall be liable with regard to all damage, loss, taxes, fines, or any subsequent legal proceedings directly or indirectly related to the possession, or use, of the vehicle (including liability to the person, or entities, who are the registered owner of the vehicle).

5.2.5 The Buyer shall pay the APB promptly. Where any cheque delivered by the Buyer is not paid when first presented to the Bank for payment, the Seller may, without prejudice to other rights, repossess the vehicle.

## **6. Admission and acceptance of these general conditions**

6.1 Admission to the auctions conducted by SPLA requires the completion of a registration form, or an on-line form, and the submission of all documentation required by SPLA to confirm the undertaking's eligibility to transact with SPLA. Admission is deemed to exist once the registration procedure has been correctly completed, a training session has been conducted by the SPLA team and the access codes for the SPLA platforms have been issued.

6.2 SPLA reserves the right to request additional information prior to or after admission validation. Failure to submit any document requested will result in the suspension of the Participant's account, either pending the submission thereof, or permanently, as appropriate.

6.3 Participants may alter their SPLA platform access passwords, once the admission procedure has been concluded and validated. Participants shall ensure the security of their access information. Where a Participant is aware of any type of unauthorised access, or suspects access for incorrect purposes, it shall inform SPLA immediately. Participants, who fail to comply with these procedures shall be liable with regard to the misuse of their access information. Where notice of misuse of access information is given in due time (i.e. within 2 hours of becoming aware of the misuse of access data), SPLA will initiate the password alteration procedure, temporarily suspend the account and release the Participant from liability regarding the use of its access information.

6.4 These conditions are an Annex to the vehicle information sheet and the registration form. Accordingly, when Sellers, Buyers and Participants complete and sign the vehicle information form and/or the registration form, they are permitted to access to the vehicle auction sales system organised and conducted by SPLA, and, as such, agree to comply with these general conditions of purchase and sale.

6.5 Where registration is effected via the Internet, acceptance of these conditions by the Participant may be effected in the registration form, by selecting the option, which confirms that these conditions have been read and accepted.

6.6 Without prejudice to the preceding paragraph, these general conditions will be provided to all interested persons, free of charge and will be displayed in visible locations at the SPLA premises where auctions take place.

## **7. Catalogues**

7.1 SPLA will produce a catalogue for each auction, which contains a brief description of the vehicles to be auctioned.

7.2 SPLA shall incur no liability by reason of the existence of any error in the said catalogue, provided that the characteristics of the lot auctioned are announced correctly during the auction, and where the error is based on the matters described in the vehicle information form.

## **8. Types of Auction, and the operating conditions, organisation and conduct thereof**

### **8.1 Types of auction**

8.1.1. **In-person Auctions** are conducted by an Auctioneer, at locations fixed by SPLA, in the physical presence of the Participants.

8.1.2. **On-line Auctions** are conducted on electronic platforms, which are accessible to Participants via the use of personal and intransmissible access codes.

### **8.2 Auction Operating, organisation and conduct conditions**

#### **8.2.1. In-person auctions**

- a) The auctioneer has the power to conduct the auction.
- b) The auctioneer, or any other employee of SPLA, may accept written instructions to bid on behalf of potential Buyers, but are not obliged to accept such instructions.
- c) Without prejudice to provisional sales, the contract for the purchase and sale of the lot auctioned is made on the fall of the hammer.

- d) The Buyer is the person who makes the highest bid accepted by the auctioneer by the fall of the hammer, and the amount of the said bid is the lot sale price.
- e) The auctioneer's decision (for which no reasons need be given) shall be final with regard to:
  - All issues that arise during the bidding for a certain lot;
  - Any issue arising, after the fall of the hammer, as to what bids were made and by whom;
  - All disputes that arise, which, in the auctioneer's opinion, mean that the auction of a certain lot must be cancelled, when the lot in question may be reaucted at the same, or another, auction.
- f) SPLA reserves the right to withdraw a vehicle from auction, even if it has been bid for, when it considers that the sale should not proceed. In the said circumstances, bids made for the vehicle do not give rise to any entitlement on the part of a potential Buyer.
- g) Participants are responsible for their bids, whatever the outcome of the transaction and may not withdraw the same.
- h) The Buyer becomes the owner of the vehicle once the invoice has been issued to the Buyer and payment thereof is confirmed. SPLA will register the transfer of ownership into the Buyer's name within the periods announced at the auction.
- i) SPLA is entitled to record all occurrences at the auctions it organises and conducts, on a magnetic, or any other, support, and reserves the right to display the content of these recordings whenever necessary in order to clarify any doubt, or to defend its interests.
- j) If the Buyer wishes to export the vehicle, it may request SPLA to manage the export procedure.

#### 8.2.2. On-line auctions

All conditions applicable to the operation, organisation and conduct of in-person auctions apply to on-line auctions, with the necessary adaptations, and together with the following additional provisions:

- a) The auctioneer has the power to conduct such on-line auctions as he/she is assigned to, from time to time.
- b) In on-line auctions, the sale is concluded when the amount bid equals or exceeds the reserve price fixed. The Buyer will be informed accordingly, either during, or after, the auction.
- c) Likewise, if the amount of an electronic bid does not reach the reserve price, the lot bid for becomes subject to a "provisional sale" and the Buyer is given notice accordingly, at the end of the auction.
- d) The notice to the Buyer referred to in the paragraphs b) and c) above may be given on the platform, by email or by telephone.
- e) SPLA is entitled to keep a complete record of all circumstances that occur, i.e. of the on-line bids made and bidders' identities.

#### 9. Provisional sale and sale by private treaty

9.1 Where a lot auctioned does not reach its reserve price, the sale is deemed to be provisional and SPLA is authorised to inform the Seller of the amount of the highest bid made, and may represent the Seller in the negotiation with the Buyer, or any other interested party.

9.2 All clauses of these general conditions shall apply, where a lot is sold in accordance with the provisions of paragraph 9.1.

9.3 The Buyer is required to keep its bid firm for 24 hours from the end of the auction.

9.4 Notwithstanding the provisions of paragraph 9.3, SPLA reserves the right to offer the vehicle to another Participant in the auction, when it is not possible to contact the Seller in accordance with the provisions of paragraph 9.1.

9.5 A provisional sale of a lot shall be effective for twenty-four hours from the end of the auction at which it was announced.

## **10. Other conditions**

### **10.1 Acceptance of vehicles**

10.1.1. SPLA reserves the right not to accept a specific vehicle for auction.

Where SPLA completes the vehicle information form, it shall not be responsible for any inaccuracy arising from falsehood, inaccuracy or the incomplete nature of the information given to it by the Seller.

10.1.2. Where SPLA is requested to complete the vehicle information form, it need not be signed by the Seller, who will be deemed to accept the same, without prejudice to the provisions of the preceding paragraph.

10.1.3. The Seller hereby authorises SPLA to disclose all information in the vehicle information form, for the purposes of the auction.

### **10.2 “As seen” vehicles**

10.2.1. The Seller may bring an “as seen” vehicle to auction, provided that the said information is included in the vehicle information form.

10.2.2. Where a vehicle which is brought to auction as “as seen”, the Seller is released from all liability arising from the poor general state of repair of the vehicle, i.e. defects, deterioration or lack of any parts or components.

10.2.3. The Buyer of a vehicle, which is brought to auction on an “as seen” basis, as stated in the corresponding vehicle information form, catalogue, or in the information provided electronically regarding each lot, assumes the entire risk of the purchase of the vehicle on those terms, and is not entitled to make any complaint.

### **10.3 Reserve price**

10.3.1. Where the vehicle information form does not include a reserve price, the Seller shall be deemed to authorise SPLA to sell the said vehicle at the auction, for the highest bid made.

10.3.2. Where a vehicle is brought to auction with a reserve price, it may only be sold if the highest bid is equal to, or exceeds, the reserve price, save where the Seller authorises a sale for a lower price, while the bidding is ongoing.

10.3.3. Where the highest bid made for a certain vehicle does not reach the reserve price, the sale shall be deemed to be provisional and the bidder, who made the highest bid, and the Seller may, via SPLA and never directly, agree to a price that is equal to or higher than the said final bid.

10.3.4. Reserve prices, which are stated to be net of commissions, charges or prices of other services payable to SPLA, and/or of taxes or charges owed to the State, or other public bodies, are not permitted and the auctioneer may ignore such stipulations in the vehicle information form, during the auction.

10.3.5. Where a vehicle is brought to auction with a reserve price, the auctioneer is not, without prejudice to the provisions of the preceding paragraphs, required to announce the existence or amount of the reserve price, or to start the bidding at that price.

## **11. Documentation**

11.1 The vehicle's entire documentation may not be in the possession of SPLA, when the vehicle is auctioned.

11.2 SPLA will make an oral announcement regarding the documental status of each vehicle, via the auctioneer, or, where the auction is on-line, in the vehicle information form of each vehicle brought to auction.

11.3 In the circumstances referred to in the preceding paragraphs, SPLA will take steps to obtain the outstanding documents from the Seller, but shall not, however, be held liable in the said regard, or for failure to obtain the same.

## **12. Presentation of vehicles**

SPLA will provide the relevant information in its possession regarding the vehicle, on its platforms, in order to permit informed acquisition by Participants. This information may be altered until the start of the auction, or until the exact moment the vehicle is brought to auction. SPLA will, inter alia, make the following information available:

### **12.1 Description of the Vehicle**

- a) Make
- b) Model
- c) Version
- d) Registration Date
- e) Kilometrage recorded on the odometer
- f) Gearbox Type (Automatic/Manual)
- g) Fuel/Power
- h) Colour
- i) Number of Seats
- j) Number of Doors
- k) VAT Status
- l) Battery Ownership Provisions, in electric vehicles
- m) Equipment available

### **12.2 Commercial photographs**

### **12.3 A bodywork and paintwork damage report**

12.4 A Vehicle Report for all non-salvage vehicles, which are drivable, based on a superficial and therefore limited inspection. This report is not a mechanical inspection report and is merely informative. The said report does not amount to any type of guarantee and SPLA is not liable for any errors therein.

## **13. Price of SPLA services**

13.1 SPLA has a table of prices of its services, which is updated without prior notice, which includes the entry fee, the sales commission, the Buyer's fee, and the prices of all other services it provides.

13.2 The Prices Table of SPLA services will be available at the auction location, at least 48 hours prior to the auction.

13.3 In the case of on-line auctions, the Prices Table will be made available on the corresponding platform.



13.4 SPLA charges an entry fee whenever a vehicle is brought to auction, even if it is not sold. This fee is charged each time a vehicle is brought to auction.

13.5 The sales commission and the Buyer's fee are payable:

- a) When the vehicle is sold on the drop of the hammer, or when it reaches, or exceeds, the reserve price fixed in an on-line auction, in which case the highest bid made and recorded is the sale price.
- b) When the sale is not on the drop of the hammer, but is made by private treaty, in accordance with clause 9.
- c) When the vehicle is resold, in accordance with the provisions of clause 5.2.3.

13.6 SPLA will charge a new entry fee, sales commission and Buyer's fee if the Buyer resells the vehicle acquired, at SPLA's premises.

13.7 SPLA will charge the services inherent in the documentation procedure, to the Buyer.

13.8 SPLA will levy a parking charge in accordance with the provisions of clause 14.

13.9 SPLA may charge for other services when applicable.

13.10 All taxes or charges owed to the State, or to any public body, are always added to the price of the services.

#### **14. Risk and parking charges**

14.1 The risks arising from the parking of the vehicle prior to its sale at auction, are borne solely by the Seller, and solely by the Buyer, after the sale, without prejudice to the right of SPLA to ensure that the said risks are covered by a contract of insurance.

14.2 Failure to remove any vehicle from SPLA's premises, within 7 days of the end of the auction, or the invoice date, even if not sold, will result in the charging of a daily parking fee in accordance with the Prices Table in force, and SPLA shall have a lien on the vehicle to secure the parking fee due.

#### **15. Payment of the APB**

15.1 Without prejudice to the provisions of clause 4, the APB shall be paid by the Buyer to SPLA.

15.2 SPLA may require Participants, or Buyers, to pay a security deposit, or contractual deposit (in the case of purchases), when registering, or at any time during the auction.

15.3 The APB shall be paid to SPLA within no more than 2 days of the date of the corresponding vehicle sale invoice.

15.4 Where the Buyer fails to pay the APB within 7 days of the invoice date, SPLA reserves the right to cancel the sale and to automatically block the Buyer's access to the auctions it conducts.

15.5 SPLA will only authorise the removal of the lot purchased, once the APB has been paid.

15.6 The Buyer will forfeit the security deposit or contractual deposit paid, if it breaches the obligations provided in the preceding paragraphs.

#### **16. Delivery of vehicles to the buyer**

16.1 Vehicles acquired by Buyers may only be removed or transported after confirmation of payment of the APB.

16.2 Where vehicles auctioned are at the Seller's premises, delivery to the Buyer will always be effected via recourse to transport organised by SPLA, the cost of which shall be borne by the Buyer, in accordance with the Prices Table in force.

16.3 The Buyer may opt for SPLA's "Automatic Transport" service, in which case the transport request is triggered immediately for all vehicles acquired, except for salvage vehicles and vehicles that cannot be driven.

#### **17. Relationship between SPLA and the Seller**

17.1 SPLA is only required to pay the price for the lot sold to the Seller, after actual payment of the corresponding APB.

17.2 SPLA may deduct the APS from the amount payable to the Seller with regard to the lot sold.

17.3 The time limit for the payment, to the Seller, of the amounts stipulated in the preceding paragraphs shall not be less than 7 working days from the date of the auction at which the vehicle was sold.

17.4 SPLA may retain the amounts payable to the Seller, where it has reason to believe that false information has been provided regarding the Seller's ownership of, or rights with regard to, the vehicle sold.

17.5 The retention provided in the preceding paragraph will remain in force until such time as the doubts raised have been resolved, ownership of the vehicle has been proved, or the issue has been decided by a competent court.

17.6 The SPLA is entitled to a lien over any vehicle belonging to the Seller, which is parked at the SPLA's premises, in order to secure the payment of all sums payable to it.

#### **18. Complaints**

18.1 SPLA undertakes to respond to all complaints made in writing on the on-line form available, within 1 working day of receipt and to offer a solution to the issue within 5 working days, provided that the same are duly substantiated and documented.

18.2 As the vehicles in question are used vehicles, and as Buyers are all natural or juristic persons, whose primary or secondary business is the sale of the vehicles auctioned, complaints may only concern discrepancies regarding the following items, provided that they are not announced during the auction:

- a) Make
- b) Model
- c) Year of Manufacture
- d) Kilometrage shown on the odometer (subject to a 50 km margin)
- e) Type of Gearbox (Manual/Automatic)
- f) Fuel
- g) Main colour
- h) Number of Seats
- i) Number of Doors
- j) VAT Status
- k) Bodywork and paintwork damage report
- l) Vehicle Report

18.3 Vehicles acquired on the following terms may not be the subject matter of complaint:

- a) Vehicles announced as "As seen";
- b) Vehicles identified as accident damaged, or which are sold at auctions of "salvage" or "accident damaged" vehicles;

- c) Vehicles with a kilometrage of more than 200,000 kms, or when more than 10 years has elapsed since the first registration date;
- d) Vehicles with a Sales Value of less than €1500.
- e) Vehicles that have been driven for more than 50 kms since delivery by SPLA.

18.4 All complaints regarding the items referred to in paragraph 18.2 shall be submitted within the following time limits:

- a) within 24 hours of the removal of the vehicle from SPLA's premises, when removed by the Buyer;
- b) within 7 days of removal of the vehicle from SPLA's premises, when removed by the Buyer, when the complaint concerns the correct kilometrage, the age of the vehicle or tampering with the chassis number.
- c) Where the vehicle is transported via SPLA's transport services, the time limits referred to in the preceding paragraphs shall commence when the vehicle is delivered to the Buyer, and the Buyer signs the corresponding transport document.
- d) None of the time limits referred to in the preceding paragraphs may exceed 7 days from the date of the auction at which the vehicle was acquired.

18.5 No work shall be done on the vehicles until any complaint has been dealt with. SPLA shall not be liable regarding any cost incurred with regard to any works.

## **19. Blocking and unblocking of access**

19.1 SPLA reserves the right to suspend the Participant, or Buyer, and their access to its auctions, either temporarily or permanently, for the following reasons, inter alia:

- a) Failure to send or submit any document requested by SPLA;
- b) Failure to comply with the APS payment time limit of 7 days from the issue of the invoice;
- c) Existence of current account amounts due;
- d) Improper conduct in dealings with any SPLA employee, or other person involved in an auction;
- e) Disclosure of access data to third parties;
- f) Proven fraud or attempted fraud, or any other unlawful conduct.
- g) Attempts by the Participant or Buyer to contact a Seller.

19.2 SPLA will give notice of suspension to the Participant or Buyer by any means possible.

19.3 The suspension of the Participant or Buyer may only be lifted after the payment of all sums due, plus a Reactivation Charge, in accordance with the Prices Table in force.

19.4 The payment of the Reactivation Charge does not automatically involve the lifting of the suspension. The grounds for the suspension will be fundamental to the decision of SPLA whether or not to unblock access (e.g. breach of the SPLA ethical principles and irregularities with regard to tax obligations will automatically result in the permanent blocking of the Participant's or Buyer's account).

## **20. Rescission**

20.1 SPLA has the power, as the Seller's agent, to accept the rescission of the contract of purchase and sale by the Buyer, provided that the prerequisites referred to in paragraph 20.2 of this clause are complied with, and the Buyer wishes to rescind on one, or more, of the following grounds:

- a) Failure to provide information in consequence of untruth or error in or omission from the vehicle information form regarding serious mechanical defects affecting the engine, gearbox, clutch, brakes, steering, transmission, or other relevant defects.
- b) Failure to provide information regarding the vehicle's real kilometrage, in consequence of untruth or error in, or omission from, the vehicle information form.
- c) Failure to provide information regarding the vehicle's real age, in consequence of untruth or error in, or omission from, the vehicle information form.

20.2 The preconditions for the rescission of the contract of purchase and sale are:

- a) That the Buyer has not resold the vehicle acquired.
- b) That the Buyer makes a written complaint to SPLA within the time limits provided in clause 18.
- c) That the Buyer has hitherto complied with all its obligations to SPLA, e.g. payment of the APB.
- d) That the grounds of the complaint are substantially correct, in the opinion of SPLA's staff.

20.3 SPLA may not be held liable by the Seller, or the Buyer, for any rescission effected in accordance with the provisions of this clause.

20.4 In the event of the cancellation, or rescission, of the contract of purchase and sale of a vehicle, as defined in these general conditions, SPLA shall be entitled to retain the price, or any deposit paid and to pay them to the Buyer, without prejudice to such amounts as are payable to SPLA by the Seller with regard to the sale and the services provided.

## **21. Rights reserved by SPLA**

SPLA reserves the right to:

- 21.1 Refuse entry by any person to its premises;
- 21.2 Refuse entry of any vehicle to its premises;
- 21.3 Refuse entry or participation in auctions to any natural or legal person that has previously failed to comply with any of the rules provided in the general conditions in force;
- 21.4 Request the Seller, or the Buyer, to remove a vehicle from its premises, with the right, in the event they refuse, to remove the vehicle and to charge the cost thereof to them;
- 21.5 Provide either party to the contract of purchase and sale of a certain lot with the identification of the other party;
- 21.6 Create, number, and order the lots of the vehicles to be brought to auction;
- 21.7 Retain a vehicle until such time as any issues arising from the bringing of to auction and/or sale thereof are resolved.

## **22. Transfer of personal data**

22.1 SPLA declares that it complies with the applicable Personal Data Protection legislation, i.e. Regulation (EU) no. 2016/679, of the European Parliament and of the Council of 27 April 2016.

22.2 Sellers and Participants/Buyers authorise the inclusion of their personal data, i.e. identification information, address, parentage, occupation and the data necessary in order to complete the registration forms correctly and/or to register the vehicle on the SPLA database, and the electronic transfer thereof to companies, which are controlled by SPLA, or which control it, or are members of the same group as SPLA.

22.3 SPLA undertakes as follows with regard to the personal data to which it has access within the ambit of these conditions:

- a) To access the personal data solely to the extent strictly necessary for the provision of the services,



solely and exclusively in order to comply with the obligations stipulated in these conditions;

b) Not to use the personal data for purposes other than those stipulated;

c) While these Conditions are in force, to employ such technical and organisational measures as ensure an appropriate level of security against accidental or unlawful destruction, loss or alteration and the unauthorised disclosure or accessing of the personal data processed.

22.4 The data subject is entitled to access, rectify, complete and erase the information in the databases referred to above, at any time, by in-person contact with, or written communication to, SPLA.

22.5 SPLA's Privacy Policy can be consulted at <https://www.bca.com/pt-PT/pt/FOOTER-MENU/Politica-de-Privacidade/>

### **23. Applicable Law**

The provisions of Portuguese law shall apply to all matters not expressly governed by these general conditions.

The Buyer: \_\_\_\_\_

Participant (Name): \_\_\_\_\_

Participant (Signature): \_\_\_\_\_

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