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## **BCA Sweden – Buyer Terms and Conditions**

**May 2023**

## 1. SCOPE, PURPOSE AND DEFINITIONS

### 1.1 Definitions

In these terms and conditions the following definitions will apply:

Auction – the offering of vehicles by BCA for auction, whereby auctions will be held online via the auction platform used by BCA

- 1.1.1 BCA – BCA Vehicle Remarketing AB.
- 1.1.2 Bid – the offer amount in SEK or Euros which has been received by BCA for a vehicle and which BCA has confirmed with the bidder.
- 1.1.3 Registered User – User having had a registration process completed and provided with credentials to access the BCA auctions.
- 1.1.4 Buyer - Third party purchasers of vehicles from BCA auctions.
- 1.1.5 Fees – The standard fees for BCAs regular services presented at the BCA website [www.bca.com/sv/se](http://www.bca.com/sv/se)
- 1.1.6 Auction Price – The highest bid offered on the Auction made by a Buyer, against which the auction is closed.
- 1.1.7 Purchase Price – The awarded bid (the Auction Price), plus Fees, vehicle registration tax, VAT and any agreed transport costs.
- 1.1.8 Vehicle – any item presented and displayed by BCA on its auction websites or other sales documentation, or any item sold by BCA, consisting of passenger vehicles, commercial vehicles and other moveable property and components.
- 1.1.9 Vendor – the original owner of the vehicle being offered for sale at the BCA auction.

### 1.2 Purpose

- 1.2.1 Welcome to BCA Sweden! This document aims to help you in your journey with BCA, by setting the rules of the marketplace and the principles of a good working relationship between BCA and the buyer.
- 1.2.2 These Terms & Conditions are for BCA Sweden, unless otherwise specified within this document. By reading and approving these rules, and once registered, you can purchase from BCA Sweden's auctions.
- 1.2.3 Both BCA and the community of trade buyers sourcing their vehicles through BCA are companies which must evolve quickly in a changing environment. Therefore, BCA reserves the right to amend these terms and conditions periodically and you will be notified of the update. Any amendments will reflect progress towards our ambition, which will remain the same: being your preferred source of used cars in Sweden or from Europe, by providing you easy access to the supply in any European country, through a trusted, efficient and transparent marketplace supported by services which are valuable for you.

### 1.3 Scope

- 1.3.1 These terms and conditions will be applied under Swedish legal jurisdiction.
- 1.3.2 These terms and conditions include provisions that present how BCA offers vehicles to be purchased by buyers, as well as the responsibilities and liability that BCA and the buyer have with each other.

## 2. BCA AND THE BUYER

### 2.1 BCA Values

2.1.1 Agreed principles are essential in order to secure the efficiency of the marketplace.

#### 2.1.2 Transparency:

Each used vehicle is different and has a different history. BCA will probably never be able to know everything about the vehicles we sell, though we endeavour to discover and communicate all we can. Our three commitments are:

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

#### 2.1.3 Equal chances:

Equal chances means that, in an auction, any buyer must have the same chance to purchase a car than any other buyer, independent from the number of purchases the buyer makes, the country they are based in, or the sales channel he/she has opted for.

2.1.4 If important information must be shared during an auction by an auctioneer, it will be shared in Swedish and English. If there is a risk that the information is not understood, the vehicle will not be sold and will be reentered for auction in a later sale event.

2.1.5 BCA will not sell in bulk. We will sell the vehicles one by one, allowing each buyer to buy only one vehicle at a time.

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

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

### 2.2 BCA Pledge

2.2.1 BCA will take responsibility for its actions and will deliver on what has been promised.

2.2.2 BCA will bring together a selection of trustworthy vendors and trustworthy buyers to provide efficient and reliable services to the automotive supply chain.

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

### 2.3 The Buyer

2.3.1 The buyer will take responsibility for their actions and will deliver on what has been promised.

- 2.3.2 The buyer will purchase the vehicles for which they have submitted a winning bid.
- 2.3.3 The buyer will immediately make a payment, or initiate the process to make a payment, for the purchase of the vehicle where they had the winning bid.
- 2.3.4 Transport is mandatory to be arranged by BCA Sweden for all buyers. Transport is executed following full payment received of the car(s).
- 2.3.5 The buyer will quickly return the documents proving the compliance with these terms and conditions and other  
2.3.6 external rules. These documents include, but are not limited to: CMR, Customs Declaration, Battery renting commitment if applicable.
- 2.3.7 Delays in providing the documentation referred to 2.3.4 may result in corresponding delays in the transport of the vehicle to the buyer and ultimately cancellation of the purchase.

### **3. HOW THE BCA MARKETPLACE WORKS**

#### **3.1 The Marketplace**

- 3.1.1 The marketplace will ensure the application of equal chances towards the buyers at all time.
- 3.1.2 The marketplace provides the buyers with different auction types (see 3.2), each will ensure fairness towards equal chances of win for the buyer.
- 3.1.3 On its own open auctions, BCA will never provide any opportunity of bulk purchase for the buyers.
- 3.1.4 BCA will exclude Buyers from (further) participation in or access to Auctions in the event of failing to comply with contractual obligations towards BCA or any obligations arising from the participation in the Auction.
- 3.1.5 A Bidder is entitled to Bid on Vehicles at Auctions. A Bid is unconditional and irrevocable for a period of 24 hours after the end of the Bidding period.
- 3.1.6 BCA reserves the right, including after Bids have been made, to withdraw Vehicles from sale or Auction and to remedy mistakes, without the Bidder being entitled to derive any rights from his/her previous Bid.
- 3.1.7 The Vehicle purchase agreement between BCA and the Bidder will only be effective after BCA has accepted the Bid for the Vehicle from the Bidder by sending a confirmation of sale to the Buyer.
- 3.1.8 The sending of said confirmation of sale is deemed an acceptance of the Bidder's Bid, as a result of which the Bidder becomes the Buyer of the Vehicle.
- 3.1.9 The confirmation of sale is accompanied by an invoice to the Buyer for the amount of the Purchase Price, along with any costs and surcharges known at the time on the basis of the Fees.
- 3.1.10 The Buyer shall not be entitled to withdraw his/her Bid to purchase a Vehicle after the confirmation of sale has been sent by BCA and the purchase agreement has been concluded. If the Buyer nevertheless does so, BCA

shall be entitled, at its discretion, to demand performance or termination of the purchase agreement with the Buyer

3.1.11 A Vehicle located on the BCA premises that is sold to the Buyer will have its ownership transferred to the Buyer by BCA, as soon as possible upon receipt of the full Purchase Price and costs incurred, by transferring the Vehicle registration to the name of the Buyer. From that point, the Vehicle will be held by BCA for the Buyer. The Buyer will be the owner of the Vehicle from that point on.

3.1.12 A Vehicle that is not located on the BCA premises but instead on the premises of a third party and that is sold to the Buyer will have its ownership transferred to the Buyer by BCA as soon as possible after receipt of the full Purchase Price and costs incurred through the transfer by the Buyer of the registration of the Vehicle to the name of the Buyer. From that point, the Vehicle will be held for the Buyer. The Buyer will be the owner of the Vehicle from that point on.

## 3.2 Auction Types

3.2.1 Vehicles auctions typically fall into one of two categories : Online or Direct Purchase.

3.2.2 **Online auctions** are the default method for buying a vehicle at BCA. Automotive Professionals must register in advance as a user of BCA's websites, portals or other auction platforms. Registration must be carried out truthfully and only by authorised persons. See section 4 for further details.

3.2.3 **Direct Purchase** is where there is no bidding for a vehicle, but instead a fixed price and a guaranteed option to purchase at the advertised price. This can take the form of the BCA EuroShop.

Details of the format of the auction are available on the BCA website [www.bca.com/sv/se](http://www.bca.com/sv/se)

## 3.3 Currency

3.3.1 All prices and fees are normally stated in SEK and must be paid in SEK by Swedish buyers. BCA offers buyers registered outside Sweden to pay the invoice in Euro instead of SEK.

In cases where the buyer wishes to pay in Euros, the Euro amount determined by BCA will appear at the invoice. In case auction bids are placed in EURO the invoice must be paid in Euro by all buyers.

## 4. BUYER REGISTRATION

### 4.1 Who can Register?

4.1.1 Only professionals with company activity codes 45.1, 45.2, 45.3, 45.4, 49.3, 49.4, 77.1 and 77.3 can apply for online registration at BCA. The professional wishing to take part in auctions organised by BCA must first register by completing and submitting the online registration form. Proxies may also participate in BCA auctions, in the name of and on behalf of the Registered User (by creating different profiles within the account of the registered user on the BCA website). The applicant will be contacted by BCA within 1 working day after submission of his registration to validate and check compliance with the legislation in force and the internal guidelines on VAT, legal and risk management.

4.1.2 Private individuals and legal entities other than automotive professionals must take part and accept certain Terms and Conditions, supplied upon request, in order to be able to take part at BCAs auctions.

## 4.2 The Rules

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

4.2.2 The website registration and viewing of the vehicle pages and their offers is free of charge. The registration allows the newly Registered Users to also use the Auction service provided by the website. The registration is deemed to be complete when the procedure is performed correctly and a Username and Password are assigned.

4.2.3 BCA reserves the right, when deemed necessary, to ask for any further information prior to validating a registration or after the registration. Failing to provide any document requested, the account of the Automotive professional may be suspended, pending presentation of the document(s), or permanently suspended.

4.2.4 Once the registration is complete and validated, the Registered User will be able to change the assigned password. Registered Users are required to keep their access data private. Should a Registered User become aware of any unauthorised access or suspect misuse of their details, they must immediately inform BCA. Registered Users who do not meet these reporting requirements are responsible for any unauthorised use of their login details. If the misuse is promptly notified, BCA will activate a password-change procedure, temporarily suspending the account and freeing the Registered User from liability for the misuse of their login details.

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

- Failure to communicate or provide any document requested by BCA,
- Failure to pay within 7 days after invoice date,
- Improper behaviour towards BCA staff,
- Disclosure of the personal and confidential credentials to third parties,
- Proven or suspected fraud, on documentations or identify, or any unlawful behaviour, - Contact with a Seller.

4.2.6 BCA shall inform the Automotive Professional of the suspension of its account by any means.

## 4.3 The Process

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

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

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

BCA will provide any new Registered User with a mandatory training on the general use of the platform and functioning of the auctions. A live or recorded demonstration will be provided as part of the training. Only once the training has been provided will the access to the auctions be provided to the Registered User.

4.3.4 After the first purchase of the Registered User (now Buyer), BCA will contact the Buyer and provide a comprehensive after-sales support over the phone to ensure the vehicle can be made quickly available for delivery.

## 5. THE VEHICLE PRESENTATION

### 5.1 The Information made available to the Buyer

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

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

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

a. **A description of the vehicle,**

i. Make ii.

Model

iii. First Year of Registration iv. Odometer Reading (+/- 50km)

v. Gearbox Type (Automatic/Manual)

vi. Fuel/Energy type (Petrol/Diesel/Full Electric/Alternative energies) vii. Color of the Vehicle

viii. Number of seats (Identified during assessment, could differ from Vehicle Documents) ix. Number of doors

x. Previous usage of the car (if known by BCA) xi.

Margin Regime of the car (Margin or Qualifying Net)

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

Presence or absence of vehicle documents at the moment of sale

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

c. **A set of commercial pictures** (minimum 4 pictures),

- d. When available, a **picture of last page on the history Service Book records**. When the information is recorded digitally, a picture of the dashboard screen, displaying the Service History information, will be provided,
- e. When available, a **picture of the second key** (If no key available, this will be indicated in the comment box)
- f. **An Aesthetic appraisal report of the vehicle**, on both interior and exterior, with pictures of identified damages on the vehicles.

5.1.3 In addition, BCA will provide for all non-damaged, running vehicles, a visual and limited technical inspection carried out on vehicles. The information contained in the report is based on observations made by the member of BCA staff at the time of the inspection.

## 6. VEHICLE DELIVERY AND DOCUMENTATION

### 6.1 Principles

6.1.1 The transport of the vehicle **can occur only after full payment of the due amount for the purchase of the car** (this may include bank guarantees).

6.1.2 BCA Sweden offers a service of mandatory transport and delivery to the buyer's address, nationally and internationally, **which provides the buyer with a complete aftersales peace of mind**. This transport/delivery solution is mandatory for **all cars sold through BCA Sweden**. BCA Sweden holds the possibility to require a buyer located in Sweden to pick up a non-running vehicle from a location chosen by BCA.

Collection of damaged and non-running vehicles in case of cross-border sales (including running vehicles for non-EU buyers) must take place within 15 working days from the invoice date. A parking fee of 10 € per day will be charged per additional day of not collecting the vehicle after the deadline.

### 6.2 Foreign buyers purchasing cars from BCA Sweden

6.2.1 Within the same country of destination, if the Buyer delivery address is different from the standard registered address of the Buyer, **the Buyer must complete the relevant document** ("Confirmation of Alternative Delivery Address"). By signing this document, the Buyer confirms and agrees:

- The Buyer has requested that all vehicles and related documents/accessories are to be delivered to the alternative address, being located in the confines of Buyer's country of EU VAT registration.
- The Buyer further agrees that the address provided is controlled or managed by the Buyer, or by an agent under instruction of the Buyer and is able to safely and securely take delivery of motor vehicles at this address.
- The Buyer agrees to take full responsibility of all vehicles after delivery has been fulfilled to the specified receiving address. Regular claim conditions, according to terms & conditions of the Seller, still apply. CMR's must be returned to BCA and validated under standard procedures along with completing and returning a receipt of delivery form where required.
- Stamp and signature on all CMR's must relate to the Buyer

Buying cross-border within BCA Marketplace



All vehicles purchased cross-border are subject to automatic transport within EU (all of the EU inland countries with the exception of islands) arranged by BCA to the Buyer's address, main or alternative one, provided by the buyer. Country of the alternative delivery address cannot differ from the country the Buyer is registered in and Buyer is required to provide a completed BCA's alternative delivery address form and proof of rent or ownership. Self-collection or collection through a third party is not allowed. Purchased vehicles cannot be transported until valid payment has been received and confirmed by BCA. Whenever an address confirmation e-mail is sent, if that is not the address where the Buyer intends to receive the vehicles, the Buyer should contact BCA within a 24h-period. BCA automatic transport is available for all running cars; damaged cars and non-runners are excluded. Regardless of cross-border transport being arranged by the buyer, or by BCA transport, the carrier cannot be a related party of the buyer of the goods. For this purpose, the two parties shall not be regarded as 'independent' where (i) they share the same legal personality; and if they comply with any of the criteria set out in Article 80 of the VAT Directive (have 'family or other close personal ties, management, ownership, membership, financial or legal ties'. Legal ties may include the relationship between an employer and employee or the employee's family, or any other closely connected persons), as per points (a) and (b)(ii) of Article 45a(1) of the VAT Implementing Regulation. BCA reserves itself the right of not performing the transport whenever the buyer and carrier are related parties or, in a case-by-case basis, request additional elements to support the VAT exemption.

6.2.2 Buyers from countries outside Sweden may be required to pay a VAT deposit amounting to 25% of the value of the vehicle. The deposit is refunded upon presentation of an official certificate that the vehicle has been imported to or registered in the country where the buyer is located.

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

## 6.3 Vehicle Documents

6.3.1 Whenever BCA is in possession of the car documents at the moment of the vehicle sale, these documents will be sent to the Buyer as swiftly as possible after All payments related to the purchase are completed and the following documents has been sent to BCA by the buyer;

- CMR signed and stamped by both BCA, the transporter and the buyer.
- Customer Declaration.

6.3.3 In case that BCA doesn't provide car documents:

- within 30 calendar days since BCA received payment for the Vehicle - valid for Buyer whose business is located in same country as the auction
- or within 15 calendar days since BCA received the properly filled and confirmed CMR/delivery note (eventually other mandatory export documents in case of 3<sup>rd</sup> party transport) - valid for cross-border Buyers,

Buyer can require cancellation of the sale. In this case, BCA will not charge any cancellation fee. BCA and Buyer shall agree on most efficient delivery back to the BCA, preferably by BCA transport – the costs will be covered by BCA. Buyer shall not be compensated for any improvements or expenses incurred, such as maintenance, refurbishing or fuel costs. BCA doesn't provide any compensation for delay of car documents delivery.

The refunds in case of all sales cancellations can be transferred only after the Vehicle and documents have been both returned to BCA.

In case that the documents are lost during shipping between BCA and Buyer and shipping company confirms the loss, Buyer has no responsibility and can decide if he wishes to wait for duplicate, if available, or cancel the sale.

In case that Buyer purchases car advertised as NOT FOR EXPORT, cancellation is possible upon standard conditions and Buyer pays costs for one transport.

In case that BCA informs in the auction that car has COC certificate available, and customer doesn't receive it – BCA will provide a compensation up to the price of the COC as per indicated on the website Euro COC.

## 7. SERVICE FEES AND CHARGES

### 7.1 Principles

7.1.1 BCA has different fees depending type of auction. BCA's Fees can be viewed on the BCA website ([www.bca.com/sv/se](http://www.bca.com/sv/se)) and at the "price breakdown" summary at the auction. Fee's may be adjusted periodically by BCA. All Fees are exclusive of VAT.

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

7.1.3 Expenses incurred for the transport of Vehicles to the Buyer are always to be borne by the Buyer and will be invoiced by the transporting company for Swedish buyers and by BCA for Foreign buyers.

7.1.4 BCA is entitled to send electronic invoices.

## 8. PAYMENT OF THE PURCHASE

### 8.1 Principles

8.1.1 The full payment of the purchase must be done by the Buyer **strictly within given number of calendar days following the date of the vehicle invoice**, in the currency in which the vehicle was bought.

**The payment is expected from the Buyer within 2 calendar day from the date of invoice.**

8.1.2 Payment must be made within 2 working days from the issue of the invoice by transfer from the bank account which is on buyer's name. If bank account is not in a country where company has its seat, BCA has a right to contact buyer and ask a payment to be executed from the country where company has its seat unless customer provides us with the proof of ownership to the bank account in a country from which he executed a payment. The Buyer's account will be temporarily blocked if the full payment is not received by the 7th working day following the issue of the invoice. If the payment is still not received by the 10th working day, the sale will be cancelled and the Buyer's account will be blocked permanently. The Buyer's account will remain blocked until all open debts (cancellation and unblocking fees) are paid in full. If invoices other than the purchase price over 3000 SEK or 300 EUR are not paid for more than 20 working days, the buyer will also be blocked.

### Cancellation of purchase on behalf of BCA

BCA Sweden has the right to credit a purchase if a mistake has been done on the vehicle invoicing price – also the time

when payment has been done by the buyer and the vehicle has left BCAs compound. In such case, BCA has the right to credit the purchase, the car will be transported back to BCA Sweden, and when vehicle documents have been returned – the payment will be returned to the buyer's account.

## 8.2 Cancellation request

8.2.1 *BCA concedes to the cancellation of one vehicle per year per Purchaser, without account blocking. If the Purchaser wants to assert this right, he needs to request via the online claim form within 24 hours of the sale. BCA will charge a cancellation fee of 500 EUR or 5000 SEK. The second request to cancel the sale of a vehicle during a given calendar year will be automatically refused and the account of the Purchaser blocked. Failing to request the cancellation within the given 24h will imply validating the purchase, with BCA rightly expecting the full payment.*

### RIGHT TO CANCEL THE SALE BY BUYER without any fee

- If a vehicle's chassis number does not correspond to the vehicle's registration certificates
  - If there is defective title, i.e. there are third-party rights to the purchased vehicle in violation of the Buyer's rights (residual debt under a retention of title contract, an owner's mortgage or chattel mortgage in the vehicle, or if the vehicle is stolen) – status of the car
  - BCA does not deliver the vehicle documents in time – see article
  - Once per calendar year under specific conditions – see article
  - In case that customer bought car in condition RUNNER and during loading, BCA discovers that car is NONRUNNER, Buyer will be informed about the condition of the car and can decide if prefers sales cancellation or repair/delivery of non-runner.
  - In case the car was proclaimed in the past as TOTAL DAMAGE – customer must provide the proof
  - In case the year of first registration advertised in the auction is not in accordance with car documents, if we provide incorrect description about make and model or fuel/energy type
- In case that Buyer proves the real mileage of the car differs than odometer reading provided in the auction for more than 2 000 km

If a vehicle's chassis number does not correspond to the vehicle's registration certificates

- If there is defective title, i.e. there are third-party rights to the purchased vehicle in violation of the Buyer's rights (residual debt under a retention of title contract, an owner's mortgage or chattel mortgage in the vehicle, or if the vehicle is stolen) – status of the car

In case that Buyer doesn't want to cancel the purchase, the financial compensation shall be determined on the basis of mutual agreement between Buyer and BCA. Compensation must never exceed the purchase price of the vehicle.

In case that BCA does mistake in VAT taxation, customer can submit a claim. Customer can request cancellation of the sale or compensation.

## 8.3 Other invoices debts

8.3.1 For any other invoice debt, for which BCA will claim the related payments for services unpaid, the Buyer's account will be blocked if the **Buyer's account presents more than 3 000 SEK or 300 € of payments overdue for a period greater than 30 calendar days.**

## 8.4 Blocking/Unblocking of accounts

8.4.1 In occurrence of blocking or unblocking action(s) towards a Buyers account, the Buyer will be informed, and the reason will be provided by the Business Partner to the Buyer. The blocking action implies that the buyer's accesses will automatically be blocked in all the countries where the Buyer has a valid BCA account. The unblocking of the account occurs only with the payment of outstanding cancellation fees and/or other invoices plus an additional unblocking fee. The amount of the unblocking fee is 600 EUR. The cancellation fee is applied per unit unpaid, unblocking fee is applied per occurrence. In case of debts in other countries, debts must be repaid, but unblocking fee is paid just once to the country with the highest debt. The payment of the fee does not automatically imply the unblocking of the account. The reason of the initial blocking action will trigger the decision to unblock and is entirely at the discretion of BCA (typically, failing to adhere to BCA rules of Ethics and VAT compliance will automatically imply a permanent blocking of the account).

Special dispositions

8.5.1 Process for EV vehicles subject to Battery Leasing Contracts : Along with the payment and as soon as the vehicle is purchased, the Buyer acknowledges the responsibility to take over the leasing agreement of the vehicle and undertake all necessary steps to formalize the transfer of ownership to his/her name.

## 9. CLAIMS: FAIRNESS AND TRANSPARENCY

### 9.1 Principles

9.1.1 BCA's ambition to the Buyers is to provide a response to solve any Claim within 5 working days after having received a Claim request with all relevant information.

9.1.2 BCA also commits to providing an acknowledgment to any claim within a maximum of 24 hours (working days) after the submission of the claim by the Buyer.

9.1.3 Claims will only be considered on the vehicle in its current state, no claim will be accepted following rework on the vehicle or resale of the vehicle.

9.1.4 If BCA is made aware about any previous damage prior to the sale, BCA will display the information in full transparency.

9.1.5 The buyer accepts that paint and bodywork may have been authorized out on several parts of the vehicle, which may have been performed due to paint damage/excessive paint wear and collision damage. These repairs are made according to the craft standards of Sweden which is considered acceptable.

9.1.6 For every Claim, **the Buyer has an own risk excess of 4000 SEK or 400 € excl. VAT for technical defects and 4000 SEK or 400 € excl. VAT for body work damage.**

9.1.7 Until the claim has been submitted and the decision reached, it is strongly advised for **the Buyer not to proceed with any repair on the car** as BCA will not cover the cost of repair if decision is then taken to cancel the sale

and for BCA to repatriate the car. The Invoice of repairs organized by buyer through car mechanic could be asked in case of financial compensation accepted by BCA.

## 9.2 When to submit a Claim

Claim needs to be submitted within 24 hours from pick up or within 24 hours after delivery by BCA via online form available for each sales country on [www.bca.com](http://www.bca.com)

Provide us always properly filled, signed CMR/delivery note (with correct delivery date) and odometer picture (not required in case of 24 hrs cancellation requests) and photos of the damage, express your expectations.

If you receive the vehicle via BCA Transport: note the defects and missing items on the CMR during delivery, add your and driver signature. If you or your carrier pick up the vehicle: make sure that the defects/missing items were recorded on the handover at the time of collection.

Please raise a claim in the BCA country where the vehicle was purchased.

## 9.3 How to submit a claim

9.3.1 Claims are to be submitted through BCA's online form available on the website [www.bca.com/sv/se](http://www.bca.com/sv/se) in the "aftersales" section.

Provide us always properly filled, signed CMR/delivery note (with correct delivery date) and odometer picture (not required in case of 24 hrs cancellation requests) and photos of the damage, express your expectations. If you receive the vehicle via BCA Transport: **note the defects and missing items on the CMR during delivery, add your and driver signature.** If you or your carrier pick up the vehicle: make sure that the defects/missing items were recorded on the handover at the time of collection.

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

9.3.3 **Only the claims submitted through the online forms available on our websites will be accepted.** For any question, your business partner is available for support in submitting the claim.

## 9.4 What can be considered part of a claim

9.4.1 Discrepancies in the vehicle description.

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

- Make
- Model
- First registration year
- Kilometre reading (with a tolerance of 50 km)

- Gearbox type (automatic/manual)
- Energy type : Petrol, Diesel, Full Electric, Alternative energies
- Colour of the vehicle (main colour)
- Number of seats (need to clarify when number of seats has been modified)
- Number of doors
- Margin regime on the car: Margin / VAT car
- Previous usage, if disclosed in vehicle description

9.4.2 The vehicles are not systematically thoroughly checked by either BCA or the vendor for previous damage, accidents, collisions that may have been repaired or remedied. The buyer accepts that it is unknown whether the vehicles offered have had damage/accident/collision.

Therefore, unannounced previous damage on the vehicle will not be deemed an acceptable ground for claim.

9.4.3 Any Claim related to damages that may have occurred during the transport delivery service of BCA must be notified on the CMR document and signed both by the Buyer and the Driver who delivered the vehicle(s).

#### Transport damages

Buyer must note the notable defects (visible damages, suspicious sounds accompanying possible malfunctions, etc.) and missing items on the CMR during delivery, add his and driver signature.

Buyer must provide picture of odometer and submit a claim within 24 hours since delivery via online claim form related to the country of the purchase, as well as photo documentation of damages and description of the damage.

Buyer cannot repair the damage before the claim is evaluated and accepted by BCA. In case the car has been repaired before the official approval of the claim, it is automatically rejected.

Cars bought in auctions Damaged, Accident, ELV cars are not claimable for transport damages.

Transport delays – BCA do not provide any compensation for the delays, the lead time in transport calculator is estimated time for delivery.

Cars bought in auctions Damaged cars, Non-runners, Accidents, etc – must be picked up by professional 3<sup>rd</sup> party transporter with truck suitable for loading non-running vehicles (winch). In case that truck is not suitable for loading, BCA doesn't have any responsibility and will not cover any costs related to unsuccessful collection.

BCA country doesn't apply automatic transport in case of no collection for non-running vehicles.

## 9.5 What happens once the Claim is accepted:

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

9.3.2 If the outcome of the claim implies any payment from BCA to the Buyer, this payment will occur within 4 working days after the confirmation of the claim submission outcome to the Buyer. If the buyer gives BCA additional time for payment – BCA will follow normal payment terms and make the payment on the last day according to the buyers invoice.

9.3.3 In case of needed repair of the vehicle, BCA and the Buyer will coordinate and agree on the most efficient repair of the vehicle. BCA always holds the right to decide of where and by whom the vehicle should be repaired.

9.3.4 Depending on the nature of the complaint, an additional inspection by BCA may be required. BCA holds the right to instruct the buyer of where the car should be inspected.

9.5.6 If the complaint is correct (ie errors according to clause 4.2 in the terms of use can be ascertained), BCA and the Buyer can either agree on compensation to the Buyer, which means that the vehicle with all damage and in its existing condition is retained by the Buyer and no other claims are made on BCA - alternatively then BCA can choose to credit the deal and take back the car.

9.5.7 If the vehicle complies with the standards and description stated at the time of purchase in the event of an additional inspection carried out by BCA, the complaint is declared invalid, the buyer bears the cost of the inspection.

9.5.8 BCA always holds the possibility to cancel a sale and credit only the purchase price and the buyer fees if BCA and the buyer cannot agree on a level of compensation.

9.5.9 In the event of a possible repossession of the vehicle from BCA's side, the Buyer's costs regarding the vehicle's price and the buyer's fee for the purchase, including transport cost to the buyer from BCA are reimbursed. Any costs for repair, repair costs, troubleshooting are not reimbursed.

BCA doesn't cover the costs of diagnostics. BCA reserves the right to ask the buyer, at his own expense, to obtain quotations for repairs from a third-party workshop\*\*\*, or to attach tests (e.g. for activated engine lamp) if this is found necessary.

\*\*\*Independent workshop diagnostics, only estimated costs - for Buyers who have also certified/authorized workshop can be accepted

9.5.10 Legal arguments will be solved in Swedish court.

In case that the outcome of the claim is a financial compensation, BCA shall pay this refund within 7 calendar days since the decision was taken and customer informed.

BCA doesn't cover any costs related to exchange rate differences between euro and other currencies.

## 9.6 What cannot be part of a claim:

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

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

Cars sold in auction for less than 1 500 euros, excluding fees and VAT, ev. other taxes.

Cars sold as damaged, accident cars, non-runners, ELV End-of-life-vehicles or "Sold as it is"

Cars with age over 10 years or mileage over 180 000 km\*

In case that car was registered/sold to the final customer/3<sup>rd</sup> party

Repairs done - Car must remain in original condition from the auction, it cannot be repaired or modified

Accessories are not tested on functionality.

No claims on following parts/items:

- Wheels/rims/tyres/spare wheels (unless it is proven transport damage)
- Windshield/glass parts (unless it is proven transport damage)
- Lights (unless it is proven transport damage)
- Odour issues
  
- **Notes:**
- \* exceptions: claim is related to following guaranteed information: **wrong brand, model, fuel type, engine size, claim is related to runner/non-runner status, transport damages**
- \*\*
- Tyres, clutches, brakes, brake pads, Seals in general, gaskets, retainers, spare tyre, Spark plugs, Battery, Alternator toothed belt, Electrical part in general. Alternator, Starter, Wiper pads, linings, discs, cables, gearbox/automatic gearbox. Windshield wipers. Bumpers (subject to knocks and bumps) The failure of the headlights (Lighting systems), etc Filters, brakes, brake pads, discs, tyres, suspension, shock absorbers, Shock absorber bracket, wheel kit, Bearings, Triangles, Hangers, Turbo.

9.6.3 A buyer located in Sweden is obliged to use Infotorg or Transportstyrelsen's websites in order to, on his own, secure engine size, engine power, fuel type, first day of registration, model year and gearbox is corresponding to the data at the auction. Except for the items listed in 9.4.1. BCA Sweden will not automatically be responsible for incorrect descriptions, that could have been discovered by the buyer through their own investigation of the data and information given. Any uncertainty for the specifications, photos or other info given at the BCAs auctions – obliges the buyer to contact BCA in order to sort out potential uncertainties.

9.6.4 All vehicles at the auction are sold in the present condition during the actual sale. The present condition is described in the inspection report, presented at the auction.

9.6.5 All running vehicles have been test driven (if not specifically noted that is has not) for a short distance. No detailed check of mechanical components has been done. Therefore, the vehicles (non-runners excluded) have no known severe damages to engine, clutch, gearbox, differential, or other main mechanic parts except the damages or faults described in the inspection report. Minor defects can be present, such as defect wheel bearings, without being notified in the inspection report. Minor faults cannot be claimed for.

9.6.6 The vehicles have not been checked for error codes. Therefore error codes that are not known during the inspection – cannot be claimed for.

9.6.7 BCA do not test the four wheel drive (4wd) system of the cars. Therefore – problems with the 4wd system which has not been discovered during BCAs inspection – cannot be claimed for.

9.6.8 The undercarriage of the vehicles has not been examined. Damages, that through an undercarriage examine, could have been discovered – can therefore not be claimed for.

9.6.9 The inspection is optical and without any dismantling of parts, therefore claims on hidden parts will not be accepted.

No Claim can be raised on the car registration process if the claim is submitted more than a month after both car and car doc are received.

Cars bought in auctions Damaged cars, Non-runners, Accidents, etc – must be picked up by professional 3rd party transporter with truck suitable for loading non-running vehicles (winch). In case that truck is not suitable for loading, BCA doesn't have any responsibility and will not cover any costs related to unsuccessful collection.



All vehicles are sold with enough battery to turn it on.

## **10. LIABILITY**

### **10.1 Principle**

10.1.1 When a vehicle is sold in auction the ownership is transferred to BCA. The ownership is transferred to the Buyer by BCA as soon as possible after BCA has received the full payment. Immediately after the transfer of ownership, the Buyer will be liable for all risks and obligations pertaining to the Vehicle. The Buyer is responsible for insuring the vehicle against all possible damage to it.

Others;

The Buyer shall refrain from contacting the previous owner (before BCA) of the vehicle and/or accessories in order to obtain further information about the vehicle, for example, in the event of a complaint. This should be solely a matter between BCA and the Buyer in order to protect the privacy of the previous owners (before BCA).

## **11. PRIVACY / DATA MANAGEMENT / INTELLECTUAL PROPERTY**

### **11.1 Principle**

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

11.1.2 The BCA privacy and data protection policy is stated in full on the BCA website ([www.bca.com/sv/se](http://www.bca.com/sv/se)).