

GENERAL TERMS AND CONDITIONS OF SALE

www.vehiposte-occasions.fr by BCAuto Enchères
5, rue Charles de Gaulle 94140 Alfortville
Authorisation no. 2002-294

GENERAL TERMS AND CONDITIONS OF SALE

1) Registration

French or European automotive wholesalers or professionals who wish to participate in sales on the website www.vehiposte-occasions.fr must register in advance in accordance with the conditions set out below.

Users must accept these General Terms and Conditions of Sale to validate their registration.

If their registration is accepted, BCAuto Enchères for Véhiposte will send the user a personal, confidential code by e-mail, within 48 hours. This confidential code enables bids to be placed. Any user who discloses the code to a third party shall be solely liable.

Mandatory information for registration:

- Certified copies of Kbis company registration document or articles of association
- A photocopy of the ID card or passport of the legal representative
- Valid intra-community VAT number
- Acceptance of these General Terms and Conditions of Sale by means of a signature.

BCAuto Enchères reserves the right to deny any non-registered Automotive Professional access to Auctions and to request any additional information or documents before validating its Registration.

BCAuto Enchères also reserves the right to suspend access to Auctions at any time to an Automotive Professional who has not yet provided any additional information or documents.

2) Sales process

a) Internal combustion-engine vehicle:

BCAuto Enchères auctions used vehicles only, on the website www.vehiposte-occasions.fr. Vehicles are offered for sale 'as is' with the original administrative documents, i.e.:

The registration certificate

The certificates of the administrative status issued within the last two months and free of any pledge

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

BCAuto Enchères reserves the right to withdraw any vehicle over which there is a claim or dispute after the start of the auction.

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 consent of the owner or their beneficiaries. The Automotive Professional shall be responsible for having compatible technical equipment and hardware enabling it to access online Auctions.

Only registered users are authorised to place one or more bids. The time of the auction is Paris time, as shown on the vehicle information sheet.

BCAuto Enchères reserves the right to refuse any bid that appears doubtful, for any reason whatsoever.

The Seller Véhiposte is not authorised to bid on a vehicle it owns.

Even if it acts as an intermediary, an Automotive Professional Bidder is deemed to act on its own account and shall be personally liable.

Users should note that the display of bids on the screen may be delayed in relation to universal time, depending on the user's software configuration.

The sale will take place on the day indicated by BCAuto Enchères and will begin at 09:00, followed at 15:00 by an XBID session allowing automotive professionals registered on the site to place a bid for each lot, presented in ascending numerical order. Each bid placed on a lot will reset a 15-second timer. Transfer of ownership will take place once the winning bid has been accepted and the vehicle will be under the bidder's responsibility from this point onwards. Unlike with traditional electronic commerce sites, the purchase is confirmed when the winning bid is accepted rather than when payment is made.

b) Electric vehicles:

The sales process is identical to the process used for internal combustion-engine vehicles as described in article 2 a).

- Automotive Professionals are informed that the batteries used to power Renault electric vehicles are the property of Diac Location and not sold with the chassis, which implies that any new purchaser of the vehicle must enter into a leasing agreement with Diac Location, a French limited company (with capital of EUR 29,240,988, whose registered office is at 14, avenue du Pavé-Neuf 93168 Noisy-le-Grand Cedex (France), registered under number SIREN 329 892 368 on the Bobigny Trade and Companies Register). BC Auto Enchères will send purchasers' contact details to Diac Location department to organise the leasing agreement. DIAC Location's customer services department will contact the Automotive Professional.

Activating the battery in their name will only take place once Diac Location is in possession of the duly completed battery leasing agreement and necessary supporting evidence, for the monthly payment of instalments. Should they fail to sign the leasing agreement and forward the supporting documents, they will be subject, eight (8) days after a formal notice to remedy has gone unheeded, to the battery functionalities being cut off by suspending any possibility of recharging the battery by Diac Location's services and/or legal proceedings and the seizure of the battery.

- Automotive Professionals may enter into a "professional automotive buyer/reseller battery leasing framework agreement" with Diac Location to facilitate the battery leasing process for any electric vehicles the professional concerned may purchase, and benefit from the associated preferential prices.
- If the Automotive Professional has already signed a professional purchaser/reseller battery leasing framework agreement, the battery lease for the vehicle purchased at auction will be activated on the basis of the document sent to Diac Location by BC Auto Enchères.
- Given their capacity as a purchaser/reseller, the Automotive Professional must, in the event of reselling the vehicle to a third party (individual or professional), inform the latter:
 - that the battery is not sold with the chassis, that it is the property of Diac Location and that they must enter into a battery leasing agreement with Diac Location;
 - have them sign and send the following documents to Diac Location:
 - (a) New Lessee Declaration of Commitment signed by the seller and purchaser (this can be obtained from Diac Location / incorporated as a rider to the professional purchaser/reseller battery leasing framework agreement).
 - (b) Sale documents (e.g. transfer certificate with the transfer date, mileage, VIN, etc.)
- **In some countries and depending on the model of Renault electric vehicle, the conditions for purchasing electric vehicles may be limited; BCAE keeps a list of models and countries available for Automotive Professionals.**
- **Battery leasing prices for KANGOO Z.E. van 22 kw:**
Leasing prices for batteries supplied by Diac Location can be downloaded by clicking on the following links:
 - [prices applicable in the event of reselling the vehicle to a third party \(individual or professional\)](#)

3) Bid, payment and vehicle delivery

Once the sale is over, the purchaser will receive an e-mail from BCAuto Enchères stating that they are the winning bidder for the vehicle (or vehicles) concerned.

The bidder must then pay the amount of the bid within **three working days** of the sale.

Payment may be made by bank transfer or bank cheque.

Once payment has been made, the original administrative documents (vehicle registration document, etc.) will be handed over with the vehicle. Failing this, it may take up to 15 days to obtain them. They will then be sent to the address indicated.

If payment is not made within the time allowed, BCAuto Enchères will be obliged to cancel the sale and the bidder may be subject to immediate closure of their account, and to legal proceedings.

The maximum time for vehicle pickup is 10 days from the date of sale. Thereafter, **parking** costs will be charged at the rate of **€5 ex-VAT (€6 including tax)** per additional day.

Pickup of the vehicle may only take place after full payment of the purchase price.

The purchaser is responsible for insurance following the acceptance of the winning bid.

4) Payment terms and parking charges

D is the number of days after the sale, excluding weekends

Maximum payment terms	Parking charges
D+3	D+5

5) Selling costs – internet sales

The amount paid by the purchaser will be the amount of the bid, plus any parking charges if applicable (article 3). Purchasers do not pay any costs on sales made through www.vehiposte-occasions.fr.

Véhiposte will be entitled to invoice selling or administrative costs for certain exceptional sales. The amount of said costs will be shown on the website or individual lots.

6) Right of withdrawal / Guarantees

Moveable items sold at a public auction are not covered by the right of withdrawal.

Full details of the vehicles are available on the website www.vehiposte-occasions.fr.

According to these principles, each bid placed and each award is final and no complaint of any nature shall be accepted after the winning bid is announced. The sale is made without any kind of guarantee, at the winning bidder's expense and risk, notably concerning the descriptions, in particular with regard to the vehicle being in working order and more generally, all the information provided, this being given for indicative purposes only.

As a consequence, winning bidders may not take any action against anyone whomsoever or for any reason whatsoever, even as a result of latent, apparent or hidden defects, to terminate the agreement or claim damages or a reduction in the price.

7) Service offered

- Vehicle shipments:

We can offer you rates negotiated with numerous transport companies. Please contact our logistics manager at the following e-mail address for a price and indicative deadline: fr.livraison@bca.com

8) Liability

Only professionals with full legal capacity are permitted to register.

An ID check will be carried out when payment is made and the vehicle is delivered to the purchaser.

BCAuto Enchères' liability is limited to taking the necessary steps to ensure that bids are awarded correctly.

BCAuto Enchères declines any liability for matters for which purchasers or sellers are responsible.

The display on the website of the photographs and descriptions of vehicles, even during the course of auctions, is treated as advertising governed by the legal requirements for sale by auction.

Confirmation of the General Terms and Conditions of Sale implies acceptance thereof.

Any bidder has a right to access and modify their personal data shown on the website. Personal computerised files are declared to the CNIL in accordance with legislation in force.

9) Possible exemption from VAT on export

Only vehicles on which VAT can be recovered are indicated as such in the sale catalogue and are affected by the paragraph below.

Exemption from VAT applies to the amount of the vehicle, selling and transport costs.

VAT rate in effect in the automotive sector = 20%.

a) For all European Union countries

Austria, Belgium, Bulgaria, Czech Republic, Cyprus, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovenia, Slovakia, Spain, Sweden, United Kingdom

Professionals:

To recover VAT, please provide us with:

- evidence of a valid intra-community VAT number for the company
- a CMR note issued by a transport company and stamped by both the latter and the customer. Vehicle documents will be retained until the CMR note has been received.

b) For all non-European Union countries

Professionals:

To pay:

- If you use the services of our partner freight forwarding company:
 - vehicle invoice excluding VAT
- If you use the services of another freight forwarding company:
 - invoice including tax: in order to recover VAT, the vehicle must leave French territory within one month of the sale and the EX1 must be returned to us within a **MAXIMUM OF 2 MONTHS** from the date on which the vehicle is sold. We will reimburse the VAT by bank transfer on receipt of the documents.

10) Law on data protection and civil liberties - Access to personal data

- BCAuto Enchères warrants that it complies with its obligations, including those concerning security and confidentiality, under French Law No. 78-17 of 6 January 1978 relative to data protection and civil liberties as amended on 6 August 2004 (law on data protection and civil liberties).
- In this respect, and in accordance with the law on data protection and civil liberties, any Bidder and Purchaser has a right to access and modify their personal data featured on the Website. Personal computerised files are declared to the CNIL in accordance with legislation in force.

11) Assignment of jurisdiction

These General Terms and Conditions of Sale shall be interpreted according to French law. Jurisdiction for any disputes is assigned to the competent courts for the district in which BCAuto Enchères' registered office is located. In the event of a dispute, the Commercial Court in Créteil shall have sole jurisdiction.

I represent that I have read the General Terms and Conditions of Sale of Véhiposte by BCAuto Enchères.

Date: ___/___/___

Signature and stamp:

DIAC LOCATION S.A., leasing company and insurance agent with capital of EUR 29,240,988

Registered office: 14, avenue du Pavé-Neuf – 93168 Noisy-le-Grand Cedex – SIREN 329 892 368 RCS Bobigny

Intra-community VAT number: FR 84 329 892 368 – APE: 7711B – Orias no.: 07 004 967

Contact phone no.: +33 (0)1 49 32 80 00 or +33 (0)1 76 88 80 00

NEW LESSEE DECLARATION OF COMMITMENT

In accordance with the Battery Leasing Agreement, to be returned by e-mail to: dl.service-client@diaclocation.fr

The information gathered in this document, which is obligatory for transferring the battery lease, will be processed electronically and may be checked by DIAC LOCATION. In accordance with your statutory right of access, you may check the accuracy of this information or request that it be corrected by writing to the Customer Services Department at DIAC LOCATION, 14 avenue du Pavé-Neuf, 93168 Noisy-le-Grand Cedex.

SALE OF RENAULT ELECTRIC VEHICLE

BETWEEN (SELLER of the electric vehicle)

AND (PURCHASER of the electric vehicle)

Last name and first name (individual): _____

Last name and first name (individual): _____

Company name (company): _____

Company name (company): _____

SIREN (company): _____

SIREN (company): _____

Contact name (company): _____

Contact name (company): _____

Address: _____

Address: _____

E-mail: _____

E-mail: _____

Tel. (landline and mobile): _____

Tel. (landline and mobile): _____

Battery Leasing Agreement no.:

Date and place of birth:

IT HAS BEEN AGREED AS FOLLOWS:

The seller owns an electric vehicle, the details of which are shown below, which they agree to transfer to the purchaser, **according to the transfer certificate dated**

Electric vehicle (model): Serial no. / VIN:

Registration no.: Battery: BIN no. (see leasing agreement documentation):

Mileage at transfer date:

SELLER

PURCHASER

According to the battery leasing agreement it has signed with DIAC LOCATION, the Seller certifies that they have informed the Purchaser that they did not own the Battery used to power the aforementioned electric vehicle and that the Purchaser should therefore contact DIAC LOCATION 14 Avenue du Pavé-Neuf 93168 Noisy-le-Grand in order to enter into a battery leasing agreement.

- The Purchaser acknowledges that they have been informed that the Battery installed in the electric vehicle they are buying is owned by Diac Location and that they cannot therefore acquire ownership thereof.

- The Seller acknowledges that they will not be released from their obligations in respect of DIAC LOCATION until the new battery lessee declaration of commitment allowing a new battery leasing agreement to be entered into with the new Purchaser has been registered by DIAC LOCATION.

- The Purchaser undertakes to contact Diac Location, whose contact details have been communicated to them by the Seller, within eight (8) days, to enter into a Battery leasing agreement.

- The Seller agrees to transfer the New Lessee Declaration of Commitment, duly completed and signed, to DIAC LOCATION, along with an electric vehicle transfer certificate signed by the Seller and the Purchaser.

- The Purchaser hereby authorises the Seller to forward the New Lessee Declaration of Commitment to Diac Location, along with an identity document and evidence of their address (recognised as such for registering the vehicle).

- The Seller certifies that they have taken all the necessary steps to ensure that the transaction it is currently completing with the Purchaser complies with the rules set out in the leasing agreement they have signed.

- The Purchaser is informed that activating the Battery in their name will only take place once Diac Location is in possession of the duly completed leasing agreement and necessary supporting evidence, for the monthly payment of instalments.

The Purchaser is informed that should they fail to sign the **leasing agreement and forward the supporting documents, they will be subject, eight days after** a formal notice to remedy has gone unheeded, **to the Battery functionalities being cut off by suspending any possibility of recharging the battery by Diac Location's services and/or legal proceedings and the seizure of the battery.**

NOTE: in some countries and depending on the model of electric vehicle, the conditions for using electric vehicles may be limited by the manufacturer, notably in geographical terms.

Executed in 3 copies ⁽¹⁾, on in

SELLER'S SIGNATURE (+ stamp for professionals)
preceded by the words "Authorised for agreement".

PURCHASER'S SIGNATURE (+ stamp for professionals)
preceded by the words "Authorised for agreement".

⁽¹⁾ Document produced in three (3) copies (1 copy for the Seller, 1 copy for the Purchaser and 1 copy for DIAC LOCATION)

Pricing terms for battery leasing

KANGOO Van Z.E. 22kw

– OFFER AVAILABLE TO INDIVIDUALS OR PROFESSIONALS –

Price at 7 July 2017.

Scope:

These conditions apply to battery leasing **for individuals or automotive professionals residing / operating in mainland France for the purpose of purchasing Kangoo Z.E. 22 kw vans.**

Pricing:

STANDARD CUSTOMER OFFER						
Kangoo Z.E. 22 kWh - FLEX				"PAY AS YOU DRIVE" PRINCIPLES		
<p>€54 excl. tax / month – 7,500 km/year +€8 excl tax /month every 2,500 km/year +4 cents excl. tax / additional km</p>				<ul style="list-style-type: none"> • Linear pricing from 7,500 km • No further impact on pricing from mileage • Single price per km <ul style="list-style-type: none"> • Across the bands: €8 excl. tax/2,500 km • Additional km: €0.04 excl. tax/km • Unused mileage is reimbursed to the customer within the minimum 7,500 km/year 		
7,500 Km/year	10,000 Km/year	12,500 Km/year	15,000 Km/year	17,500 Km/year	20,000 Km/year	
€54 month	€62 month	€70 month	€78 month	€86 month	€94 month	
Z.E. roadside assistance included Price excl. tax						
Guaranteed SOH: 60%						



Tel.: +33 (0)1.49.32.34.34
dl.service-client@diaclocation.fr
14 avenue du Pavé Neuf
Customer Relations Department
93168 Noisy le Grand Cedex

Battery working order guarantee

The leasing agreement includes a guarantee that the battery will remain in working order throughout the leasing period. The customer is guaranteed a minimum battery capacity (SOH*) of 60% throughout the battery leasing period.

*: SOH = *State Of Health*: charging capacity expressed as a percentage of the battery's initial charge.

The lease includes 24-hour assistance**, seven days a week. Even if it runs out of charge, the vehicle will be towed to the Recharging Point selected by the customer from the list of nearby recharging points selected by the Assistance Provider, within an 80 km radius.

** : Assistance taken out by DIAC LOCATION with Axa Assistance France Assurances, an insurance company governed by the French Insurance Code, with capital of €51,275,660, SIREN 451 392 724 Nanterre Trade and Companies Register, registered office: 6, rue André Gide, 92321 Chatillon Cedex, whose operations are regulated by the Autorité de Contrôle Prudentiel et de Résolution – 61 rue Taitbout 75009 Paris.

List of countries in which the sale of electric vehicles to an export professional is authorised

	KANGOO	KANGOO Z.E. 33	TWIZY	FLUENCE	ZOE 22kWh	ZOE Z.E. 40	LEAF	ENV200
AT - Autriche / Austria	OK	OK	OK	OK	OK	OK	OK	OK
BL - Belgique - Lux / Belgium - Lux	OK	OK	OK	OK	OK	OK	OK	OK
CH - Suisse / Switzerland	OK	OK	OK	OK	OK	OK	OK	OK
DE - Allemagne / Germany	OK	OK	OK	OK	OK	OK	OK	OK
ES - Espagne (hors Ceuta et Melilla) / Spain (except Ceuta and Melilla)	OK	OK	OK	OK	OK	OK	OK	OK
FR - France	OK	OK	OK	OK	OK	OK	OK	OK
IE - Irlande / Ireland	OK	OK	OK	OK	OK	OK	NO	NO
IT - Italie / Italy	OK	OK	OK	OK	OK	OK	OK	OK
FL - Liechtenstein	OK	OK	OK	OK	OK	OK	OK	OK
LUX - Luxembourg / Luxemburg	OK	OK	OK	OK	OK	OK	OK	OK
MC - Monaco	OK	OK	OK	OK	OK	OK	OK	OK
NL - Pays-Bas / The Netherlands	OK	OK	OK	OK	OK	OK	OK	OK
PL - Pologne / Poland	OK	OK	OK	OK	OK	OK	NO	NO
PT - Portugal	OK	OK	OK	OK	OK	OK	NO	NO
RSM - Saint-Marin / San Marino	OK	OK	OK	OK	OK	OK	OK	OK
SE - Suède / Sweden	OK	OK	OK	NO	OK	OK	NO	NO
UK - Royaume-Uni / United Kingdom	OK	OK	OK	OK	OK	OK	OK	OK
AND - Andorre / Andorra	OK	OK	OK	OK	OK	OK	OK	OK
SI - Slovénie / Slovenia	OK	OK	OK	NO	OK	OK	NO	NO