

BCAuto Enchères

GENERAL TERMS AND CONDITIONS Automotive Professionals

RECITALS

BCAuto Enchères, a business corporation (French SAS) with capital of €1,000,000, registered on the Créteil Trade and Companies Register under number 442 633 111, having its registered offices at 5 rue Charles de Gaulle in Alfortville (94140), specialises in the organisation, implementation and running of voluntary public auction sales of vehicles, in accordance with the provisions of Articles L. 321-4 et seq. of the French Commercial Code.

BCAuto Enchères thus acts as agent of the Seller Owner of the Vehicle or the representative thereof. BCAuto Enchères is thus not the owner of the Vehicles for which it organises, implements and runs the Public Auction. BCAuto Enchères may not, under any circumstances, be held liable for any obligations incumbent upon the Owner of the Vehicle in its capacity as Seller. In its capacity as organiser, BCAuto Enchères shall be bound by an obligation to apply due care both vis-à-vis the Seller Owner and the Purchaser as regards the organisation and implementation of Public Auctions and in particular the security of Public Auctions.

IN FURTHERANCE WHEREOF, THE GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS:

1) Definitions

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

Technical Assessment means the visual inspection, without any dismantling, of the overall appearance of the engine, mechanical parts and tires, and a dynamic test limited to 300m. The Technical Assessment does not include, without limitation, a check of the following parts: Injectors, Turbo, Cylinder Head, Flywheel, Particle Filter, Silent Block, Catalyst, Gear Box, etc. In addition, the dynamic test is limited to 300m, so only the first three gears are used.

General Terms and Conditions means these general terms and conditions of BCAuto Enchères as accepted by the Automotive Professional upon its Registration and upon each connection to the BCAuto Enchères website.

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

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

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

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

Option means the additional services and/or options that the Automotive Professional can opt to take out with BCAuto Enchères, subject to unreserved acceptance of the

Specific General Terms and Conditions applicable to the selected Option.

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

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

Automotive Professional means professionals carrying on, in particular, a regular business of automotive trade, repair, or import-export.

ELV Accredited Professional means Automotive Professionals carrying on a business of used-parts dealing, demolition and crushing. Within the meaning of Articles R543-162 to 164 and 165 of the French Environmental Code, of the decree of 4 February 2011 and of the order of 2 May 2012, this means solely the holders of the ELV accreditation granted by a Prefectorial order and valid for one year authorising the destruction of vehicles.

Seller Owner means the owner of the Vehicle covered by the public auction mandate received by BCAuto Enchères.

Vehicle covers Second-Hand Vehicles, Damaged Vehicles, Broken-down Vehicles, "€50 Opening Bid" Vehicles and End-of-Life Vehicles.

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

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

Broken-down Vehicle means any motor vehicle not capable of running, other than Damaged Vehicles.

End-of-Life Vehicle (ELV) means any motor vehicle destined for demolition.

“€50 Opening Bid” Vehicle means any motor vehicle whose opening bid is €50.

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

Public Auction means the voluntary public auction sales referred to in Articles L. 321-1 et seq. of the French Commercial Code, organised by BCAuto Enchères either in-room or online on the Website www.bcautoencheres.fr.

2) Purpose of the General Terms and Conditions

The General Terms and Conditions define the conditions pursuant to which BCAuto Enchères organises and conducts the Auctions of Vehicles in-room or on its Website www.bcautoencheres.fr.

These General Terms and Conditions shall supersede and prevail over any other condition or document issued by the Automotive Professional or BCAuto Enchères and concerning the same purpose.

3) Running of Public Auctions

3.1 - Notice of Public Auctions

Each Auction is preceded by a notice in accordance with regulations in force and defined in clause 6 hereof.

3.2- Access to Auctions - Start of Auctions

Auctions conducted in-room or electronically are only open to Automotive Professionals whose Registration has first been validated by BCAuto Enchères.

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 by an Automotive Professional who has not yet provided any additional information or documents.

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

The auctioneer appointed for an Auction session opens the Auction session.

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

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

At the start of each Auction session, the General Terms and Conditions in force are unconditionally approved by the Automotive Professional by any means, including electronically.

3.3 - End of Auctions, Award and Transfer of risks

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

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

Risks are transferred to the Purchaser upon the award.

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

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

3.4 - Title retention

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

The full payment of the price then results in the delivery of the Vehicle and/or documents to the Purchaser. In any event, the administrative documents shall be delivered by post to the Purchaser's address within 15 days (unless otherwise decided) of payment of the price.

Each bid placed and each award are final and no claim shall be accepted after the award, without prejudice to the provisions of clause 9 hereof.

Pursuant to Article L. 321-14 of the French Commercial Code, if the Purchaser fails to pay for the Vehicle, as duly noted 8 days after receiving and failing to act upon notice given by registered letter with acknowledgment of receipt, the vehicle shall be placed on sale again on the basis of irresponsible bidding.

In such a case, any difference in price between the award of the defaulting Purchaser and the price of the second award shall be automatically payable by the defaulting Purchaser.

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

Without prejudice to the preceding paragraph, the defaulting Purchaser irrevocably undertakes to pay the

cancellation fees and penalties referred to in Appendix 1, without prejudice to any damages payable to compensate for the loss suffered by the Seller Owner.

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

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

3.5- Specific features of online Auctions

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

BCAuto Enchères reserves the right to withdraw before and after the start of auctions any Vehicle in respect of which there is a potential or actual claim or dispute.

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

BCAuto Enchères shall in no way be held liable for any malfunction, quality defect or suspension of service. The Automotive Professional shall not be entitled to any compensation in case of any interruption of the website for any reason and duration whatsoever.

BCAuto Enchères shall not, under any circumstances, be liable for any damage that may occur to the technical equipment and hardware of the Automotive Professional as a result of accessing online Auctions.

Electronic access to Auctions is open to any Automotive Professional whose Registration has first been validated.

Upon validation of the Registration, BCAuto Enchères shall send the Automotive Professional a **personal and confidential code**, by email, within 48 hours. This confidential code enables bids to be placed. Only an Automotive Professional with a valid Registration is authorised to place one or more bids. An Automotive Professional who has been given a personal and confidential code shall be responsible in the event that it discloses this code to a third party.

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

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

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

BCAuto Enchères also reserves the right to suspend access to online Auctions, at any time including during an auction session, when the Automotive Professional behaves in an irrational manner.

The Seller Owner is not authorised to bid for a vehicle it owns.

Similarly, the Automotive Professional or ELV Accredited Professional undertakes not to directly contact the Seller Owner, at any time and for any reason whatsoever, without the prior, written, express consent of BCAuto Enchères.

Otherwise, the account of the Automotive Professional or ELV Accredited Professional shall be permanently suspended.

As necessary, BCAuto Enchères specifies that public auctions of movable properties by remote electronic means are explicitly excluded from the scope of the right to withdraw (Article L121-21-8 of the French Consumer Code). Consequently, each bid placed and each award is final. A Purchaser who refuses to fulfil its obligations may be subject to a claim for damages and may be immediately and permanently excluded from the Auction website, without prejudice to the penalties and costs provided for in Appendix 1.

4) Registration

Any registration shall render these General Terms and Conditions enforceable against any Bidder and any Purchaser.

Any Automotive Professional wishing to take part in auctions organised by BCAuto Enchères must first register by submitting the following documents:

- Excerpt of its entry on the Trade and Companies' Register issued within the last 3 months or written proof of business registration
- A photocopy of the ID card or passport of the legal representative
- Valid intercommunity VAT number
- Any power of attorney given to the bidding person, signed by the legal representative
- Acceptance of these General Terms and Conditions by means of a signature
- BCAuto Enchères registration form duly completed.

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

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

Otherwise, its account may be temporarily suspended, pending presentation of the document, or permanently suspended.

In any event, BCAuto Enchères reserves the right, when appropriate, to ask for any further information prior to validating a Registration or after the Registration.

Failing any document requested by BCAuto Enchères, the account of the Automotive Professional may be temporarily suspended, pending presentation of the document, or permanently suspended.

Notwithstanding any duly validated Registration, BCAuto Enchères 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 BCAuto Enchères,
- Failure to pay more than 8 days after being given formal notice to this effect,

- Improper behaviour towards BCAuto Enchères staff,
- Disclosure of the personal and confidential code to third parties,
- Proven or suspected fraud, false pretence or any unlawful behaviour,
- Contact with a Seller Owner,
- Irrational behaviour.

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

5) Condition of Vehicles

Any Vehicle is 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.

It is further specified that companies financing the purchase of a motor vehicle have a period of three months from the first entry into service of said vehicle, within which to register a pledge on the register kept for this purpose by the Prefect's Office (Decree No. 53-968 of 30 September 1953) in order to secure payment of the loan.

Consequently, the Purchaser, acting in its capacity as a professional, is fully informed that a pledge may be registered on a vehicle after the sale.

The Purchaser irrevocably waives all and any action against BCAuto Enchères on this account.

The Vehicles stored at BCAuto Enchères centres undergo a Technical Assessment, except for "€50 Opening Bid" vehicles, Damaged Vehicles, Broken-down Vehicles, and End-of-Life Vehicles.

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

6) Notice of Auctions

The display on the BCAuto Enchères website, www.bca.com, of the photographs and descriptions of Vehicles, prior to each Auction or even during the course of auctions, is considered notice in compliance with legal requirements. A Technical Assessment is carried out on the vehicles stored on BCAuto Enchères sites, by external partners, except for the special cases provided for in clause 5 hereof.

7) Payment of vehicles

After the sale, the Purchaser shall receive its invoice by email.

It must then pay the amount of the Award, plus any selling costs, by bank transfer within **3 working days of the sale**.

The price list applicable to selling costs is the one included as Appendix 1 hereto, in force upon the opening of the auction session.

Once payment has been made, the issue voucher of the Vehicle shall be sent by email.

Administrative documents will be delivered by post, with acknowledgement of receipt, to the Purchaser's address when the vehicle will be collected.

8) Pickup of vehicles

Pickup of the Vehicle may only take place after full payment of amounts due.

Under this condition, the Purchaser alone shall assume full responsibility for collecting the Vehicle, at its own risks, particularly as regards its insurance obligations and compliance with the French highway code (Code de la route).

Any carrier or person not having an issue voucher and/or waybill (CMR) and/or the appropriate equipment for loading the Vehicle, especially for Damaged Vehicles, Broken-down Vehicles, "€50 Opening Bid" Vehicles and End-of-Life Vehicles, shall be denied access to the Vehicle. BCAuto Enchères may not be held liable for any damage whatsoever, howsoever caused, during pickup.

Vehicle pickup must take place within 10 days of the date of sale. In addition, parking and insurance fees shall be charged per additional day of custody in accordance with the price list in Appendix 1 of the General Terms and Conditions.

In any event, an Automotive Professional failing to collect a Vehicle paid for within one month of receiving and failing to act upon notice given by registered letter with acknowledgment of receipt irrevocably gives BCAuto Enchères power of attorney to put the said Vehicle on sale, without any Reserve Price. In such a case, BCAuto Enchères undertakes to return to the Purchaser who has not picked up the Vehicle, the balance of the price of the auctioned vehicle, minus -by way of legal set-off- the fixed selling, parking, insurance and cancellation costs as defined in Appendix 1, without prejudice to any damages. No Compensation may be claimed by the Purchaser.

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

9) Photo Pack

9.1 - General principles:

In the context of Auctions organised by BCAuto Enchères, only Vehicles (except for Vehicles excluded from the Photo Pack, as defined in article 9.2 below) stored at a BCAuto Enchères site can be photographed for inclusion in a Photo Pack.

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

Advertisements concerning "€50 Opening Bid" Vehicles and vehicles of a size equal to or in excess of L1H1 do not include a camera pictogram indicating the availability of a Photo Pack, because of technical constraints. However, Vehicles stored at a BCAuto Enchères site can be photographed for inclusion in a Photo Pack that can be accessed and downloaded by the Purchaser in accordance with the terms and conditions set out in these General Terms and Conditions.

Conversely, the Automotive Professionals acknowledges that they have been informed and accept that there is no Photo Pack available for download for Vehicles excluded from the Photo Pack option, as defined in article 9.2 below. For each Vehicle (except for Vehicles excluded from the Photo Pack option as defined in article 9.2 below) for which an Automotive Professional is acknowledged as the Purchaser, the latter will have the possibility of obtaining and using a Photo Pack for the Vehicle concerned, to be used in the context of reselling the Vehicle to their own customers.

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

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

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

As a consequence, the Automotive Professional acknowledges that the absence of a Photo Pack for Vehicles excluded from the Photo Pack (cf. 9.2) or the failure to provide a Photo Pack for any reason whatsoever, cannot justify any reduction in the Sale prices, which will remain those detailed in Appendix 1 and which the Automotive Professional undertakes to pay for each winning bid, notwithstanding the failure to provide a Photo Pack.

BCAuto Enchères is obliged only to use its best endeavours with regard to communicating the contents in the Photo Pack.

BCAuto Enchères cannot be held responsible for any quality defect or deterioration in the quality of the contents of the Photo Pack.

9.2: Vehicles excluded from the Photo Pack:

It is expressly noted that Vehicles excluded from the Photo Pack are "Offsite Vehicles", "Damaged Vehicles" and

"Broken-down Vehicles". Vehicles excluded from the Photo Pack are not photographed by BCAuto Enchères, with the result that BCAuto Enchères cannot provide a Photo Pack for these Vehicles. For the Automotive Professional's information, advertisements for Vehicles excluded from the Photo Pack do not include a camera pictogram beneath the photo of the Vehicle concerned in the sales catalogue. The Automotive Professional therefore acknowledges that they cannot demand or obtain a Photo Pack for Vehicles excluded from the Photo Pack nor request or obtain a reduction on the Sale prices, which will remain those detailed in Appendix 1.

9.3 – Downloading the Photo Pack:

The Photo Pack consists of several electronic files, corresponding to the photographs of the Vehicle, which are accessible and can be downloaded, by and at the sole discretion of the Automotive Professional, from their MyBca account, which is accessible on the website www.bca.com.

The Automotive Professional acknowledges that they have been informed and have accepted that the Photo Pack contains at least 6 (six) photographs of the Vehicle concerned.

The Automotive Professional acknowledges that they cannot request and/or obtain a higher number of photographs than that indicated above.

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

The contents of the Photo Pack will be of sufficient quality to be downloaded, saved, stored and subsequently used at a reasonable level. The Automotive Professional acknowledges that they cannot demand a minimum quality or specific format for the contents of the Photo Pack, which they undertake to download, save, store and use in the format and on the basis of the quality provided.

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

The Automotive Professional acknowledges that they have been informed, and declares that they have accepted, that the contents of the Photo Pack can be downloaded for a maximum period of three months from the date on which they are declared the purchaser of the Vehicle concerned. After this time, the contents of the Photo Pack will no longer be available.

Should the Automotive Professional not have downloaded the contents of the Photo Pack within the period indicated above or more generally, should they not have saved or stored the contents of the Photo Pack within the three-month period, they acknowledge that they will no longer be able to access or download the contents of the Photo Pack

on any basis whatsoever and have no right to any compensation whatsoever.

9.4 – Right to use the contents of the Photo Pack

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

BCAuto Enchères grants the Automotive Professional a right to use the contents of the Photo Pack, limited to the presentation of the Vehicle on any medium of its choice (website or third-party website, internal catalogue, etc.) for sale to its own customers. Any other use is prohibited without BCAuto Enchères' prior consent in writing.

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

As a consequence, the Automotive Professional is authorised to download, save and store the contents of the Photo Pack under their sole and exclusive responsibility.

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

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

BCAuto Enchères reserves the right to interrupt or suspend the Photo Pack service temporarily or permanently, at any time and without giving a reason.

BCAuto Enchères will inform the Automotive Professional accordingly by any means.

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

10) Delivery Option

An Automotive Professional has the possibility of taking out a Delivery Option, in which case it instructs BCAuto Enchères to organise delivery of the Vehicle.

The Delivery Option is governed by the Specific General Terms and Conditions.

For Automotive Professionals who opt to take out a Delivery Option, acceptance of these General Terms and Conditions will be deemed acceptance of the Specific General Terms and Conditions for the Delivery Option (accessible via this [link](#)).

To find out more about the costs and conditions applicable to the Delivery Option, the Automotive Professional should refer to the Specific General Terms and Conditions for the Delivery Option. BCAuto Enchères is happy to provide any additional information on the Delivery Option and can be contacted by e-mail at fr.livraison@bca.com or by phone on +33 (0)1 43 99 63 93.

11) Reservations and Complaints after the Auction

Each bid placed and each award is final and no complaint of any nature shall be accepted after the award.

Any reservations made as regards the Vehicle must be indicated in writing, when picking up the Vehicle, on the issue voucher or waybill.

Otherwise, the Purchaser shall be deemed to have unconditionally accepted the Vehicle and shall not be entitled to make any complaint whatsoever.

If reservations are mentioned on the issue voucher or waybill, **the Purchaser shall have a maximum of 48 hours** from the pickup of the Vehicle to make its complaint to BCAuto Enchères. If it fails to do so, it shall be deemed to have waived the reservations mentioned at the time of the Vehicle pickup.

Only complaints respecting the above provisions shall be considered, provided:

- That they concern elements not mentioned by the auctioneer or the description form of the Vehicle or on the Technical Assessment or other documents
- And that a photograph of the mileage counter is provided.

BCAuto Enchères will not consider complaints relating to mechanical parts for all vehicles:

- With mileage in excess of 180,000 km
- That are more than 10 years old

For vehicles stored in BCAuto Enchères centres and having a Technical Assessment, only complaints concerning gross or blatant errors of description shall be considered. In any event, mechanical problems and wearing parts shall not be taken into account. It should be noted that the technical assessment does not constitute a guarantee.

12) Sales within / outside the EEC

To obtain an invoice excluding VAT (ex-VAT), the Purchaser concerned must use a third-party carrier and a freight forwarder for customers outside the EEC. An invoice ex-VAT shall only be possible against delivery of a CMR upon pickup.

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

The Vehicle documents shall be kept until the last original copy of the CMR bearing the stamps of the carrier and of the Purchaser has been recovered.

Without a CMR, the Purchaser must pay for its purchases inclusive of VAT and directly contact the tax authorities of its country to recover the VAT.

If the Purchaser wishes to obtain the Vehicle documents at the time of pickup, it must pay the amount of VAT. This VAT deposit shall be refunded upon receipt of the proof of export.

13) Special cases: Damaged Vehicles, "€50 Opening Bid" Vehicles, Broken-down Vehicles and End-of-Life Vehicles

Any Vehicle offered for sale as Damaged Vehicles, "€50 Opening Bid" Vehicles, Broken-down Vehicles and End-of-Life Vehicles shall be sold 'as is', without any Technical Assessment.

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

When selling Damaged Vehicles, "€50 Opening Bid" Vehicles and End-of-Life Vehicles, some vehicles are subject to a French VE procedure (for damaged vehicles) or a French VEI procedure (for economically non-repairable vehicles).

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

The ELV Accredited Professional undertakes to comply with and warrants BCAuto Enchères that it complies with any legislation or regulation or any applicable environmental standard with respect in particular to the demolition of any vehicle, such that BCAuto Enchères shall not be held liable therefor, on any account.

The ELV Accredited Professional undertakes to immediately provide BCAuto Enchères with any certificate of demolition of a vehicle sold by Auction.

14) Warranties

The Seller Owner does not give any warranty for any reason or grounds whatsoever. In particular, the warranty against latent defects provided for by Articles 1641 et seq. of the French Civil Code is excluded, as the Seller Owner and Automotive Professional are both professionals in the same speciality within the meaning of French case law.

In its capacity as agent of the Seller Owner, BCAuto Enchères cannot be required to give any warranty concerning the Vehicle sold by auction.

15) Limitation of Liability

BCAuto Enchères is a company organising voluntary public auctions of movable assets. In this capacity, it is responsible

for the security, legality and smooth running of the Auctions it organises, in accordance with Articles L.321-5 and L.321-17 of the French Commercial Code.

In this context, BCAuto Enchères is bound by an obligation to apply due care. In any case, BCAuto Enchères's liability is limited to that of its business as provided for by law, i.e. the security and legality of the organisation and implementation of vehicle auctions.

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

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

16) Technical and computer security

BCAuto Enchères cannot, under any circumstances, be held liable for any incident, damage, deterioration or event that may occur as a result of access to the Auctions and the fact of downloading, saving, storing or using the contents of the Photo Pack by the Automotive Professional.

Similarly, BCAuto Enchères cannot, under any circumstances, be held liable for any technical difficulty, including but not limited to any compatibility problems associated with programs, electronic files and data provided or communicated by BCAuto Enchères with the Automotive Professional's technical and IT environment. The Automotive Professional bears sole and exclusive responsibility for their technical or IT environment. It is their responsibility to maintain and/or obtain any software, program or technical or IT component that allows them to access the Auctions and to download, store and use the contents of the Photo Pack. The Automotive Professional declares and warrants to BCAuto Enchères that they only use software, programs and technical or IT components for which they lawfully hold all the necessary rights or licences.

The Automotive Professional bears sole and exclusive responsibility for their IT security, for which they undertake to implement all the necessary tools to detect, process and delete any harmful software, program or technical or IT component, including any software, program or technical or IT component that might affect the services provided by BCAuto Enchères, including the contents of the Photo Pack.

In any event, BCAuto Enchères cannot be held liable for any incident, damage, deterioration or event of any kind whatsoever, affecting the technical or IT environment of the Automotive Professional.

17) Insurance

BCAuto Enchères certifies that it has taken out an insurance policy covering all the actions and missions it performs in the course of its business as organiser of voluntary public auctions of second-hand vehicles.

Any Purchaser warrants BCAuto Enchères that it has taken out all and any insurance policies necessary for its business and more particularly to cover the Vehicles from the award through to their pickup.

18) Intellectual Property

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

19) 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.

20) General provisions, Governing Law and Jurisdiction

The non-validity or unenforceability of any one of the provisions of the General Terms and Conditions shall not affect the remaining provisions hereof.

For any dispute, only French law is applicable and the Commercial Court of Paris shall have exclusive jurisdiction.

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

Date: ___/___/___

Signature and stamp:

APPENDIX 1

1. Award Price

The award price is inclusive of VAT.

2. Selling Costs

a. VAT

VAT cannot be claimed back on certain vehicles.

For this type of vehicle and pursuant to Article 297 A I of the French Tax Code, VAT is added to the selling costs but cannot be claimed back by the buyer (margin-based VAT).

b. Auction costs

Selling costs applied to online sales are equal to 2.6% ex-VAT of the award price including tax per vehicle, with a minimum of €440 ex-VAT (except for "€50 Opening Bid" Vehicles with a minimum of €305 ex-VAT, "Broken-down Vehicles" with a minimum of €320 ex-VAT, "Damaged Vehicles" with a minimum of €445 ex-VAT and "ELV" sales, the costs of which are fixed at €200 ex-VAT).

Administration charges of €50 ex-VAT per vehicle apply to vehicles for export.

c. Fixed price selling costs

Selling costs applied to fixed price sales amount to €417 ex-VAT per vehicle, except for "Alphabet" sales (Selling costs 2.b).

Administration charges of €50 ex-VAT per vehicle apply to vehicles for export.

3. Late-payment penalties

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

4. Recovery costs

Fixed fee of €40.

5. Cancellation costs

Fixed fee of €450 ex-VAT / Vehicle.

6. Parking and insurance costs

The maximum time for vehicle pickup is 10 days from the date of sale. This period is increased by 2 additional days for foreign buyers and 4 additional days for damaged and non-running cars. Thereafter, parking and insurance costs shall be charged at the rate of €15 ex-VAT (€18 including tax) per extra day.