

procedure (economically non-repairable vehicles) and it was not announced during the sale.

If the Purchaser is a foreigner and the mention "Not for export" has been specified on the Vehicle description, the cancellation of the Vehicle is possible according to the standard conditions and the Purchaser must pay a one way transport if the Vehicle was delivered.

The Purchaser may open a claim and require a cancellation of the purchase where the Vehicle's documents are not forwarded:

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

BCAuto Enchères will not compensate for this delay in sending the documents. In the event of loss of the documents when they are sent by post by BCAuto Enchères to the Automotive Professional, and confirmation of the loss by the service provider, the Purchaser may decide to wait to receive the duplicate or to cancel the purchase.

In the event that BCAuto Enchères informs during the sale that the Vehicle has a COC certificate and the Purchaser does not receive it, BCAuto Enchères will make compensation upon reception of COC paid invoice. The Purchaser must submit a claim within 24 hours since receiving the car documents.

When picking up the Vehicle, the use of a booster by the carrier or the Purchaser to start the Vehicle is under their sole responsibility and no claim will be accepted in the event of a short circuit.

If the claim is accepted and the Purchaser does not wish to cancel the purchase of the Vehicle, the financial compensation will be determined on the basis of a mutual agreement between the Purchaser and BCAuto Enchères. The compensation shall never exceed the purchase price of the Vehicle.

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

If the outcome of the claim results in payment from BCAuto Enchères to the Purchaser, such payment shall be made within 7 business days of settlement of the claim being confirmed to the Purchaser. The refund of the Vehicle by BCAuto Enchères to the Purchaser shall be made once the Vehicle and documents have been returned to BCAuto Enchères.

BCAuto Enchères does not cover any costs related to exchange rate differences between euro and other currencies.

17. WARRANTIES

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

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

18. LIMITATION OF LIABILITY

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

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

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

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

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

19. TECHNICAL AND IT SECURITY

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

Similarly, under no circumstances may BCAuto Enchères be held liable for any technical difficulty, notably, but not limited to, any compatibility problems with the Automotive Professional's technical or IT environment associated with programs, computer files or data provided or communicated by BCAuto Enchères. The Automotive Professional bears sole and exclusive responsibility for its own technical and IT environment. It is the responsibility of the Automotive Professional to maintain and/or obtain any software, program or technical or IT component that enables it to access the Auctions and to download, store and use the contents of the Photo Pack. The Automotive Professional represents and warrants to BCAuto Enchères that it only uses software, programs and technical or IT components for which it lawfully holds all necessary rights or licences.

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

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

20. INSURANCE

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

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

21. INTELLECTUAL PROPERTY

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

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

22. DATA PROTECTION LEGISLATION

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

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

We are committed to protecting and respecting your privacy.

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

The data liable to be processed by us consists of:

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

We do not collect sensitive data.

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

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

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

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

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

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

23. GENERAL PROVISIONS, APPLICABLE LAW AND COMPETENT COURT

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

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

APPENDIX 1 – FEES (EXCEPT DELIVERY)

1. WINNING BID AMOUNT

The winning bid amount is inclusive of VAT.

2. BUYER FEES

2.1. VAT

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

VAT cannot be claimed back on certain Vehicles.

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

2.2. Auction sale fees

Fees applied to online sales are equal to 3.9% exc. VAT of the winning bid amount inc. VAT per Vehicle, with a minimum of €470 exc. VAT (except for "Starting price 50€" and "Non-running" sales with a minimum of €360 exc. VAT, and "ELV" sales with a minimum of €250 exc. VAT).

A flat fee applies for Leasing and CarNext sales of 450€ exc. VAT per vehicle.

A flat fee applies for 2 to 3 wheels vehicles of €100 exc. VAT per vehicle, whatever the sale is.

A flat fee applies for European Electric Vehicles sales of €450 exc. VAT per vehicle.

A flat fee applies for Alphabet France sales of €450 exc. VAT per vehicle and for Hertz France sales of €250 excluding VAT per Vehicle.

Administration fees of €125 exc. VAT per Vehicle apply to Vehicles for export.

2.3. Fixed price fees

Auction fees applied to "Euroshop" sales are equal to 3% exc. VAT of the fixed price inc. VAT per Vehicle, with a minimum of €450 exc. VAT.

A flat fee of €455 exc. VAT per vehicle is applied to other fixed-price sales.

Administration fees of €125 exc. VAT per Vehicle apply to Vehicles for export.

3. PICK-UP FEE

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

4. LATE PAYMENT PENALTIES

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

5. RECOVERY FEES

Fixed fee of €40 exc. VAT.

6. PENALTIES FOR UNPAID VEHICLE

Penalty equals the sale fee which applied to the sale and according to the price including VAT of the vehicle, per unpaid vehicle, with a fixed minimum of €500 excluding VAT / Vehicle.

7. UNBLOCKING FEES TO ACCESS TO WWW.BCA.COM

Fixed fee of €600 exc. VAT per occurrence.

8. PARKING FEES

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

ANNEXE 2 – AUTOMATIC DELIVERY IN EU OF RUNNING VEHICLES (EXCEPT FRANCE, GREECE AND ISLANDS)

BCAuto Enchères applies delivery fees for all Running Vehicles purchased in EU, in the exception of France, Greece and Islands.

These flat-rate costs are fixed according to the country and zone of the delivery address. The flat-rate also vary depending on:

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

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

CLASSIFICATION OF VEHICLES LEADING TO AN INCREASE IN DELIVERY COSTS

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

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

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

FUEL SURCHARGE INDEX CALCULATION

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

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

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

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

Fuel surcharge common amount =

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

- **Application condition**

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

- **Examples**

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

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

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

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