WORLD TRUCK AUCTIONS

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General terms and conditions of purchase.

1. **Applicability**

1.1 These general terms and conditions apply to all elements of the relationship between World Truck Auctions and the potential purchaser.

1.2 The applicability of any general terms and conditions used by the potential purchaser is explicitly rejected by World Truck Auctions.

1.3 These general terms and conditions shall also be applicable if World Truck Auctions enters into negotiations with the potential purchaser with regard to the provision of services by World Truck Auctions.

1.4 Should any provision of these general terms and conditions be void or annulled, the remaining provisions shall remain in full force and effect. In such case, World Truck Auctions and the potential purchaser will enter into negotiations in order to agree on a new provision to replace the void or annulled provision.

1.5 In the event of any inconsistency between the Dutch and English version of these general terms and conditions, the Dutch version shall prevail.

2. **Information provided by the potential purchaser**

2.1 Goods to be auctioned by World Truck Auctions are described on the basis of information provided by the vendor. World Truck Auctions is not responsible for the correctness and completeness of the information provided by the vendor.

2.2 The potential purchaser is responsible for the correctness, completeness and truthfulness of the information provided by him to World Truck Auctions. Further, the potential purchaser is responsible for keeping the information provided by him to World Truck Auctions up to date.

2.3 The potential purchaser indemnifies World Truck Auctions against all claims of third parties which are based on the fact that the information provided by the potential purchaser to World Truck Auctions is incorrect, incomplete and/or misleading.

2.4 The selling conditions of the vendor and/or auctioneer which shall be taken to include faults and/or defects other than to the extent that these are known to World Truck Auctions.

3. **Registration**

3.1 World Truck Auctions may require the potential purchaser to register before he is allowed to participate in an auction. The registration is personal. The potential purchaser is not allowed to transfer the registration to third parties.

3.2 After the registration has been completed, World Truck Auctions will provide the potential purchaser with a password and a user name. The potential purchaser is responsible for the careful use and management of the password and user name. The potential purchaser is obliged to keep the password and user name secret and to prevent misuse by third parties. The potential purchaser indemnifies World Truck Auctions against all claims of third parties which are based on the fact that misuse has been made of the password and user name of the potential purchaser.

3.3 World Truck Auctions may block the access of the potential purchaser to the website of World Truck Auctions at any time without stating reasons. The potential purchaser has no right to any payment or compensation in connection with such blocking.

3.4 World Truck Auctions is not liable for any damage caused in the framework of an online auction as a result of the fact that World Truck Auctions has granted the potential purchaser access to the website of World Truck Auctions.

3.5 If the auctioneer and/or World Truck Auctions is of the opinion that the potential purchaser has behaved improperly towards World Truck Auctions, the auctioneer and/or the vendor, World Truck Auctions is entitled to refuse the potential purchaser access to the auction and/or the auctions.

3.6 World Truck Auctions is entitled to refuse the registration of potential purchasers without stating reasons.

3.7 The potential purchaser is not allowed to offer goods for sale in an auction which World Truck Auctions has not accepted for sale in an auction.

3.8 World Truck Auctions is entitled to refuse goods offered for sale by the potential purchaser without stating reasons.

3.9 World Truck Auctions is entitled to withdraw goods offered for sale by the potential purchaser from an auction without stating reasons.

4. **Obligations upon the purchaser**

4.1 The potential purchaser must be of age and authorised to perform legal acts. The potential purchaser must be registered at the chamber of commerce (or the equivalent body in the country where the potential purchaser is established).

4.2 The potential purchaser must provide proof of identity at the first request of World Truck Auctions. The potential purchaser is required to ensure that the details entered by him/her in the registration form are complete, correct and entered truthfully, and guarantees the correctness and completeness of the information provided by him/her to World Truck Auctions.

4.3 The potential purchaser is required to inform World Truck Auctions immediately of any change in the information provided by him/her to World Truck Auctions.

4.4 At the first request and to the satisfaction of World Truck Auctions, the potential purchaser shall provide further information to World Truck Auctions with regard to the identity of the potential purchaser and the manner in which World Truck Auctions has obtained the information provided by the potential purchaser.

4.5 A purchase agreement shall be established by knocking down and the passing of the hammer. The potential purchaser is not allowed to withdraw from a purchase agreement established in this manner.

4.6 The username and password used by the potential purchaser at an auction are strictly personal and may not be transferred to third parties by the purchaser. If the potential purchaser is of the opinion that his username and password have been misused, he is obliged to inform World Truck Auctions of this immediately.

4.7 The potential purchaser is not allowed to offer goods for sale in an auction which World Truck Auctions has not accepted for sale in an auction.

4.8 World Truck Auctions is entitled to refuse the registration of potential purchasers without stating reasons.

4.9 World Truck Auctions is entitled to withdraw goods offered for sale by the potential purchaser from an auction without stating reasons.

5. **Purchase agreement, bids**

5.1 The potential purchaser may make bids on one or more lots on the website. Each bid made by the potential purchaser is irrevocable and without any reserve. World Truck Auctions and/or the vendor is/are not obliged to accept the highest bid. Bids shall be executing buyer's premium and costs. Bids shall be executed in the order in which they are received by World Truck Auctions, unless World Truck Auctions is of the opinion that the earlier bid is unreasonably low in comparison to later bids, unfulfilled expectations of the purchaser and/or other circumstances.

5.2 Any lot or lots purchased by a purchaser in the framework of an online auction shall be at the disposal of the purchaser for collection only after full payment of the purchase price and costs.

5.3 World Truck Auctions is not liable for any incorrect or incomplete descriptions specifications or other information provided by the vendor.

5.4 The potential purchaser is not allowed to withdraw from a purchase agreement established in the framework of an online auction after the auction has been closed.

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5.9 The potential purchaser is not allowed to withdraw from a purchase agreement established in the framework of an online auction after the auction has been closed.

5.10 World Truck Auctions is not liable for any damage caused in the framework of an online auction as a result of the fact that World Truck Auctions has granted the potential purchaser access to the website of World Truck Auctions.

5.11 The potential purchaser is not allowed to withdraw from a purchase agreement established in the framework of an online auction after the auction has been closed.

5.12 The potential purchaser is not allowed to withdraw from a purchase agreement established in the framework of an online auction after the auction has been closed.

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6. **Payment**

6.1 The potential purchaser always remains liable, also in the event of abuse of password and/or software, World Truck Auctions is the entitled to withdraw from the purchase agreement.

6.2 Upon receipt of full payment, the purchaser shall receive the address details of the vendor.

6.3 The purchase agreement is not established due to default on the part of a purchaser, the potential purchaser is not entitled to any compensation.

6.4 The potential purchaser expressly recognises the right of World Truck Auctions to withhold goods from the potential purchaser in the event of incorrect use of the website and/or software, World Truck Auctions is the entitled to withdraw from the purchase agreement.

6.5 In the event of non-payment by the potential purchaser, World Truck Auctions is entitled to withdraw from the purchase agreement.

6.6 The potential purchaser is not allowed to offer goods for sale in an auction which World Truck Auctions has not accepted for sale in an auction.

6.7 The potential purchaser is not allowed to withdraw from a purchase agreement established in the framework of an online auction after the auction has been closed.

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