WORLD TRUCK AUCTIONS

General terms and conditions for putting goods up for auction.

1. **Applicability**

1.1 The general terms and conditions apply to all agreements of the relationship between World Truck Auctions and the vendor, including all ancillary services, such as brokerage and valuation work, unless otherwise agreed.

1.2 The applicability of general or special terms and conditions (or purchase) employed by the vendor are expressly rejected.

1.3 In the event of a conflict between World Truck Auctions and the vendor, World Truck Auctions shall declare special terms and conditions applicable. If and in as much as any special terms and conditions of World Truck Auctions are in conflict with these general terms and conditions, the latter shall prevail.

1.4 Should any dispute arise between World Truck Auctions and purchaser or vendor, the competent court in the district of 's-Hertogenbosch shall be exclusively authorised to settle the dispute.

1.5 In the event of any discrepancy between the Dutch text of these general terms and conditions for putting goods up for auction and the English text of these general terms and conditions for putting goods up for auction, the Dutch text shall prevail.

1.6 All disputes between World Truck Auctions and the vendor are subject to Dutch law, subject to the proviso that the Vienna Sales Convention shall not apply.

2. **Assignment of agreement**

2.1 The vendor is not entitled to assign the agreement concluded with World Truck Auctions to third parties without the prior written consent of World Truck Auctions.

2.2 The vendor instructs World Truck Auctions to offer the lots put up for auction by the vendor for auction via the Internet.

2.3 The vendor is not entitled to sell the goods put up for auction by the vendor to third parties by the vendor. If the vendor is concerned that another transfer to third parties by the vendor. If the vendor is concerned that another

2.4 However, receipt of the registration of the lot(s) to be put up for auction by the vendor shall not oblige World Truck Auctions to sell the lot(s) put up for auction by the vendor.

2.5 The vendor reserves the right to withdraw the lot(s) put up for auction by the vendor from the auction. Any lots put up for auction by the vendor must remain available for the auction. If a vehicle must be removed by vendor, no (further) requests for collection shall be taken into account. World Truck Auctions shall not be liable for any damage caused by the vendor's failure to comply with the requirements set by World Truck Auctions for the removal of vehicles. The vendor also undertakes to pay the damage caused by World Truck Auctions and/or third parties as a result of