



# WORLD TRUCK AUCTIONS

## General terms and conditions of purchase.

### 1. Applicability

- 1.1 These general terms and conditions of purchase apply to all elements of the relationship between World Truck Auctions and the (potential) purchasing party, hereinafter referred to as 'purchaser', and to all related brokerage and valuation work, unless otherwise agreed.
- 1.2 The applicability of any general or special terms and conditions (of purchase) employed by the (potential) purchaser are expressly rejected by World Truck Auctions.
- 1.3 The general terms and conditions of purchase will be notified to the (potential) purchaser through publication and statement of approval via the website, upon registration via the website and prior to the issuing of a definitive bid. All participants in the auction thereby demonstrate their recognition of the applicability of these conditions.
- 1.4 Should any dispute arise between World Truck Auctions and the (potential) purchaser or vendor, the competent court in the district of Oost-Brabant in 's-Hertogenbosch shall be exclusively authorised to settle the dispute.
- 1.5 In addition to these terms and conditions of purchase, World Truck Auctions may declare special terms and conditions to be applicable. If and in as much as special conditions of World Truck Auctions are in conflict with these terms and conditions of purchase, the provisions in the special terms and conditions will prevail.
- 1.6 In the event of differences between translations of these (special) terms and conditions of purchase and the Dutch text of the (special) terms and conditions of purchase, the Dutch text shall prevail.
- 1.7 All disputes between World Truck Auctions and the users are subject to Dutch law, subject to the proviso that the Vienna Sales Convention (CISG) is excluded.

### 2. Information about auction lots

- 2.1 Goods to be sold are divided into lots. World Truck Auctions is not liable for any incorrect or incomplete descriptions specified in the lots.
- 2.2 The (potential) purchaser bears personal responsibility for checking the offered lot via the website. Further requested information concerning the available lot(s) can be obtained by sending an e-mail for further information to: [info@worldtruckauctions.com](mailto:info@worldtruckauctions.com).
- 2.3 The (potential) purchaser may derive no rights whatsoever from representations or descriptions on the website.
- 2.4 The selling party or party putting the object up for auction reserves the right to sell the property other than to the highest bidder.

### 3. Rights and obligations of World Truck Auctions

- 3.1 World Truck Auctions cannot be held liable by the purchaser in respect of the recommendations issued by World Truck Auctions in relation to goods put up for auction or rejected.
- 3.2 All rights relating to the auction system including all conditions, modalities, descriptions, dates, picture material, processing methods and knowhow are the exclusive property of World Truck Auctions. All copyrights, brands and trademarks and other immaterial rights for and relating to the auction system are the exclusive property of World Truck Auctions.
- 3.3 World Truck Auctions reserves the right, in the event of incorrect use of the website or the exceeding of any payment term, to exclude the participant from further participation in the auction(s) and/or use of the website.
- 3.4 World Truck Auctions is not a party to the purchase agreement but will exclusively act as broker in the establishment of purchase agreements.
- 3.5 If the auction takes place in the presence of a civil-law notary or court bailiff, this person shall supervise the auction and all bids and knockdowns at the auction.
- 3.6 World Truck Auctions and the vendor are also authorised to issue bids on the lots.
- 3.7 The users may only make use of the auction system for correct and legal purposes. Any abuse of the system will result in liability.
- 3.8 World Truck Auctions is entitled, without specifying reasons, to refuse (potential) purchasers.
- 3.9 World Truck Auctions is permitted at all times to change details or descriptions of the lots.



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## 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 prior to the start of the auction by World Truck Auctions, by means of the (digital) registration form, in absence of which the potential purchaser shall not be entitled to participate in the auction. By completing the (digital) form, the (potential) purchaser grants World Truck Auctions express permission to make use of his personal details.
- 4.2 The (potential) purchaser must provide proof of identity at the first request of World Truck Auctions.
- 4.3 The (potential) purchaser is required to ensure that the details entered by him on the (digital) form are complete, correct and entered truthfully, and guarantees the correctness and completeness of the details issued by him. The (potential) purchaser must duly inform World Truck Auctions in writing of any changes to the personal details.
- 4.4 At the first request and to the satisfaction of World Truck Auctions, the (potential) purchaser must demonstrate that he is creditworthy, in the absence of which World Truck Auctions may refuse participation in the auction.
- 4.5 A purchase agreement shall be established by knocking down/allotment. Generally the goods are knocked down to the bidder who has issued the highest bid. By allotment or for other reasons, at the discretion of World Truck Auctions, the goods may be knocked down to another user.
- 4.6 The user name 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 concerned that another person knows his password, the purchaser must duly immediately inform World Truck Auctions. World Truck Auctions will in that case block further access to prevent abuse in the name of the (potential) purchaser. The (potential) purchaser will then receive a new password at his (the purchaser's) request. The (potential) purchaser always remains liable, also in the event of abuse of password and/or user name, for all actions that take place at an auction. The (potential) purchaser will indemnify and compensate World Truck Auctions for all damages arising from abuse and/or use of the password and/or user name. World Truck Auctions is at all times entitled to demand compliance by the purchaser with bids that were made through use of the password and user name of the purchaser.
- 4.7 The rights and obligations arising from these general terms and conditions shall accrue exclusively to the (potential) purchaser and may not be transferred.
- 4.8 The (potential) purchaser expressly recognises the right of World Truck Auctions to collect all damages and costs from the potential purchaser in the event of incorrect use of the website of World Truck Auctions and participation in an auction.

## 5. Purchase agreement, bids.

- 5.1 The (potential) purchaser may issue a bid on one or more lots on the website. Each bid is unconditional, irrevocable and without any reserve. World Truck Auctions and/or the vendor is/are entitled, without specifying reasons, to not accept bids. Bids shall be excluding buyer's premium and VAT. World Truck Auctions and the vendor are also authorised to issue bids.
- 5.2 Any lot or lots purchased by a purchaser in the framework of an online auction carried out by World Truck Auctions is or are for the risk of the purchaser from the moment of establishment of the purchase agreement with the vendor.
- 5.3 World Truck Auctions is not liable for any incorrect or incomplete descriptions specified in the lots.
- 5.4 Bids may be issued in the form of a (one-off, by-hand) 'static bid' or an 'automatic bid'. With a static bid, the (potential) purchaser issues a bid in the form of a fixed amount per lot. With an automatic bid, the potential purchaser specifies the maximum price he is willing to pay for the lot. The auction system then ensures that following an overbid by a third party, the minimum possible next higher bid is then immediately issued in the name of the user, as long as the maximum specified by the (potential) purchaser has not been reached. An automatic bid may only be deactivated by the (potential) purchaser in the interim, by the placing of a static bid which at that moment is the highest bid.
- 5.5 The vendor reserves the right to sell the object other than to the highest bidder.
- 5.6 Within 48 hours following closure of the auction (not including Saturdays, Sundays and national holidays), the purchaser will receive an e-mail confirmation on behalf of the vendor(s) that the purchase agreement has been established. If the purchaser does not receive an e-mail within the specified terms, this means that his bid was not knocked down. World Truck Auctions at all times has the right to not knockdown the lot or to knock down the lot subject to suspensory conditions.



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- 5.7 The purchase agreement shall be established through knocking down/allotment. The lot is generally knocked down to the purchaser who has issued the highest bid. Subject to the provisions in article 5.1 by allotment or for other reasons, at the discretion of World Truck Auctions, instead, the lot may be knocked down to another purchaser who at that time has issued the highest knockdown bid.
- 5.8 The second highest bidder is required to uphold his bid up to and including the day that the lot can be collected and/or delivered, in case the highest bid is declared invalid or not upheld, for example because the highest bidder fails or fails fully to comply with his obligations, or because the agreement with the highest bidder is not established for some other reason.
- 5.9 Each lot will be sold in the condition it is in at the moment of knocking down.
- 5.10 World Truck Auctions is not party to the purchase agreement, but only broker in the establishment of purchase agreements.
- 5.11 Delivery shall be made from the location to be specified by World Truck Auctions.
- 5.12 Purchased lots may be transported on the basis of post-calculation. Transport will be undertaken for the account and risk of the purchaser.
- 5.13 If the purchaser refuses acceptance or fails to issue or comply with information or instructions necessary for the delivery, for the account of the purchaser, those measures shall be taken considered necessary in the judgement of World Truck Auctions. The (defaulting) purchaser shall in that case owe all costs, including provision, transport and storage costs.
- 5.14 If having been notified of default the purchaser still fails to accept the lot, World Truck Auctions shall be entitled to allot the goods to the next bidder.

## **6. Payment**

- 6.1 Payment must be made in euros within 48 hours following the end of the auction by the depositing of the amount payable onto the bank account of World Truck Auctions.
- 6.2 Following receipt of full payment, the purchaser shall receive the address details of the collection location and the time at which the purchased lot(s) can be collected.
- 6.3 If a purchase agreement is not established due to default on the part of a purchaser following the issuing of a bid, World Truck Auctions shall be entitled to charge the applicable commission to the defaulting party.
- 6.4 The buyer's premium and other amounts accruing to World Truck Auctions must be paid immediately, at the latest within 48 hours, directly to World Truck Auctions. Set-off or suspension is excluded.
- 6.5 In the event of any late payment, statutory interest plus 8% will be charged, calculated from the invoice due date.
- 6.6 Payment must be made without discount or set-off in as much as such is permitted in law.
- 6.7 All payment terms with which the purchaser is required to comply must be viewed as deadlines, such that in the event of exceeding thereof, the purchaser shall be in default, without further notice.
- 6.8 Any payments made by the purchaser shall serve in the first instance to settle all interest and costs payable, secondly all longest outstanding demandable invoices, even if the purchaser specifies that payment relates to a later invoice.
- 6.9 If no full or timely payment has been made, without further notice, the purchaser shall be in default. All costs arising from or relating to judicial or extrajudicial collection of all amounts receivable on the basis of the agreement shall be for the account of the purchaser. The purchaser shall pay those costs at the first reminder from World Truck Auctions.



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## **7. Exclusion of liability**

- 7.1 World Truck Auctions is not liable for non-compliance by the offered object with European directives, legal stipulations or other legislation and regulations.
- 7.2 World Truck Auctions is not liable for damage caused by and/or arising from environmentally-burdensome or harmful substances in or on the offered lot.
- 7.3 World Truck Auctions is not liable for damage caused in the framework of an Internet auction as a consequence of possible viruses or any other unlawful programmes or files spread via the auction website.
- 7.4 World Truck Auctions is not liable for damage arising from incorrect, out-of-date and/or incomplete information whether or not stated on website of World Truck Auctions and/or the websites that can be visited by clicking on links to other websites specified on the website of World Truck Auctions.
- 7.5 World Truck Auctions shall under no circumstances be liable for damage caused by World Truck Auctions and/or third parties, assistants or staff members called in by World Truck Auctions.
- 7.6 World Truck Auctions is not able to guarantee that the vendor is actually entitled to sell the lot(s) offered for auction, and that that (those) lot(s) is/are not encumbered with limited rights, other restrictions or intellectual property rights of third parties. World Truck Auctions is not liable for losses suffered or to be suffered by the purchaser, including any consequential losses, in as much as there may be a situation of absence of power of disposal of the vendor, limited rights, non-entitlement to sale, other restrictions and/or intellectual property rights of third parties, in respect of the lot(s).
- 7.7 World Truck Auctions is not liable for any damage caused in the framework of an Internet auction as a consequence of computer disruptions, which shall be taken to include faults and/or disruptions in hardware and/or software. World Truck Auctions is therefore among others not liable for damage if, as a consequence of a computer disruption, the Vendor is unable to issue a bid.

## **8. Liability**

- 8.1 Any liability on the part of World Truck Auctions shall be limited to the amount covered and/or paid out by the insurer.
- 8.2 If the losses are not covered and/or paid out by the insurance, the liability of World Truck Auctions shall be limited to the amount to which World Truck Auctions is entitled, in accordance with the agreement with the vendor.
- 8.3 World Truck Auctions is under all circumstances not liable for: consequential losses, e.g. in the form of loss of profit; shortcomings by third parties called in by World Truck Auctions; damage caused by or relating to the disposal of environmentally-burdensome and/or hazardous substances; damage caused by or in connection with the operation, management and maintenance of technical installations;.
- 8.4 World Truck Auctions and/or the Vendor issue no indemnity to the purchaser for visible or hidden shortcomings or any guarantee in connection with completeness, numbers, operation, usability, sellability, the purpose for which the purchaser purchased the goods, the existence or non-existence of rights or entitlements of third parties and/or the possibility of transfer of goods to third parties. Shortcomings of whatever nature, unfulfilled expectations of the purchaser and/or acquiring third parties shall grant no right to compensation and/or compliance for purchaser or other third parties. In the event of a non-conformity as intended in article 7:17 paragraph 2 and/or 3 of the Dutch Civil Code, the exclusion of liability contained in these general terms and conditions shall apply.