



## General terms and conditions for putting goods up for auction.

### 1. Applicability

- 1.1 These general terms and conditions apply to all elements of the relationship between World Truck Auctions and the party putting goods up for auction, hereinafter referred to as 'vendor', and to all related brokerage and valuation work, unless otherwise agreed.
- 1.2 The applicability of general or special terms and conditions (of purchase) employed by the vendor are expressly rejected by World Truck Auctions.
- 1.3 In addition to these terms and conditions for putting goods up for auction, World Truck Auctions may 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 terms and conditions, the provisions in the special terms and conditions will prevail.
- 1.4 Should any dispute arise between World Truck Auctions and 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 the event of differences between translations of these Terms and Conditions of putting goods up for auction, and the Dutch text of the terms and conditions for putting goods up for auction, the Dutch text shall prevail.
- 1.6 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. Assignment agreement

- 2.1 The goods to be sold are divided into lots. World Truck Auctions is not liable for any incomplete or incorrect descriptions specified in the lots.
- 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 authorises World Truck Auctions to sell the lot(s) on its behalf, subject to the terms and conditions to be imposed by World Truck Auctions.
- 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 actually include this/these lot(s) put up for auction in the auction.
- 2.5 The vendor reserves the right to sell the property other than to the highest bidder.
- 2.6 Any lots put up for auction by the vendor must remain available for the auction. If a vehicle must be removed (for example because it has already been sold) after it has been put up for auction by the vendor, World Truck Auctions is entitled to duly charge costs in accordance with the commission. The Vendor is also required to compensate the highest bidder. The removal of vehicles on the day of the auction itself is forbidden. Vehicles that are subject to bids are excluded from removal from the auction.

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

- 3.1 The vendor declares that following the placing of an assignment to include an item in the auction, World Truck Auctions is entitled to photograph or to otherwise produce pictures of and to exhibit the goods to be auctioned, in any manner considered desirable by World Truck Auctions, during and after the auction, taking into account the legal provisions. World Truck Auctions retains the copyright to all picture material.
- 3.2 All copyrights, brands and rights relating to the auction system and other intellectual property rights and knowhow 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 dissolve the agreement and 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 will supervise the auction and all bids and knockdowns at the auction.



## **4. Obligations upon the vendor**

- 4.1 The vendor must be of age and authorised to perform legal acts. The vendor 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 vendor shall not be able to participate in the auction. By completing the digital form, the vendor grants World Truck Auctions express permission to make use of his personal details.
- 4.2 The vendor must provide proof of identity at the first request of World Truck Auctions.
- 4.3 The vendor 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 vendor must duly inform World Truck Auctions in writing of any changes to the personal details.
- 4.4 The vendor guarantees that as owner or otherwise, he is entitled to offer the goods for auction, and indemnifies World Truck Auctions against all claims from third parties. At the first request, the vendor is required to issue to World Truck Auctions all information relating to the origin of the lot(s), supported by material evidence.
- 4.5 The vendor is liable for any damage arising from the issuing of incorrect, incomplete and misleading information and/or other circumstances attributable to the vendor.
- 4.6 The user name and password used by the vendor at an auction are strictly personal and may not be transferred to third parties by the vendor. If the vendor is concerned that another person knows his password, the vendor must duly immediately inform World Truck Auctions. World Truck Auctions will in that case block further access to prevent use in the name of the vendor. The vendor will then receive a new password at his (the vendor's) request. The vendor 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 vendor 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 vendor with bids that were made through use of the password and user name of the vendor.
- 4.7 The rights and obligations arising from these general terms and conditions shall accrue exclusively to the vendor and may not be transferred.
- 4.8 The vendor expressly recognises the right of World Truck Auctions to collect all damages and costs from the vendor, in the event of incorrect use of the website of World Truck Auctions and participation in an auction.

## **5. Take-back of lots put up for auction**

- 5.1 The goods put up for auction must at all times remain available for the auction.
- 5.2 Possible earlier sale or loss of the vehicle shall not release the vendor from the obligation to pay to World Truck Auctions the commission and/or additional costs. Furthermore, the vendor must compensate the party issuing the highest bid at the auction, on condition the bid exceeds the imposed reserve limit. If an item put up for auction has to be removed before the auction, World Truck Auctions is entitled to duly charge costs, in accordance with the commission. The removal of vehicles on the day of the auction itself is forbidden.
- 5.3 Vehicles that are subject to bids are excluded from removal from the auction.

## **6. Commission/provision**

- 6.1 If a lot is sold, World Truck Auctions will pay to the vendor the bid amount excluding buyer's premium, minus the agreed commission and all other costs chargeable to the vendor, within a period of approximately 10 working days, on condition that World Truck Auctions has received the money from the purchaser.
- 6.2 If a sale does not take place due to default by one of the parties, World Truck Auctions shall be entitled to charge the relevant commission for the selling and purchasing party, to the defaulting party.
- 6.3 The commission and all other claims accruing to World Truck Auctions must be paid directly and immediately to World Truck Auctions. Set-off or suspension is excluded.
- 6.4 Payment must be made without discount or set-off, in as much as permitted in law.
- 6.5 All payment terms with which the vendor is required to comply must be viewed as deadlines, such that in the event of exceeding thereof, the vendor shall be in default, without further notice.



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- 6.6 Any payments made by the vendor shall serve in the first instance to settle all interest and costs payable, secondly all longest outstanding demandable invoices, even if the vendor specifies that payment relates to a later invoice.
- 6.7 If no full or timely payment has been made, without further notice, the vendor 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 vendor.  
The vendor shall pay those costs at the first reminder from World Truck Auctions.

## **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 goods and that these goods 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 vendor, 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.
- 7.8 World Truck Auctions is irrevocably authorised but not required to include unsold lots in a subsequent auction, or to sell those lots privately. However, private sale can only take place in consultation with the vendor. In the event of sale outside the auction, all other terms and conditions shall apply as they would apply to the auction.

## **8. Liability**

- 8.1 Any liability on the part of World Truck Auctions is 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 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.