

GENERAL TERMS AND CONDITIONS

FOR PURCHASE AND SALE OF VEHICLES AT BCA AUTOVEILING B.V. (KVK NR.: 09062578) AND
BCA ADMINISTRATIE IN BARNEVELD (THE NETHERLANDS) (KVK NR.: 61919888)



1. Introduction and scope

- 1.1. BCA operates a company that is involved in the purchase and sale of vehicles through auctions; these vehicles include passenger vehicles, freight vehicles, motorcycles, boats and trailers, or other movable goods.
- 1.2. All movable goods and vehicles that BCA sells are vehicles that it in its turn has bought from other parties. For this reason, these vehicles are always used vehicles that BCA offers and sells based on the characteristics and properties that were reported to BCA when it bought the vehicle.
- 1.3. These Terms and Conditions include the provisions that demonstrate how BCA buys vehicles from offerers and how BCA then offers those vehicles and sells them on to buyers. In addition, the Terms and Conditions include several essential provisions in which the responsibility and liability that BCA has to offerers or buyers are expressly laid down and limited.
- 1.4. These General Terms and Conditions apply to all offers and agreements that BCA makes or enters into. Even if agreements are entered into verbally with BCA, these General Terms and Conditions always apply to parties who enter into transactions with BCA frequently. BCA expressly excludes the applicability of the sellers' or buyers' general terms and conditions.
- 1.5. BCA expressly reserves the right to amend these General Terms and Conditions in the interim without separate notification of this to sellers or buyers. The most recent applicable version of these General Terms and Conditions is always available for inspection and for downloading from BCA's website: <http://www.bca-autoveiling.nl/BCA-AlgemeneVoorwaarden-EN.pdf>.

2. Definitions

- 2.1 These General Terms and Conditions of Purchase and Auction (hereinafter referred to as 'General Terms and Conditions') have the following meanings:
 - Offerer: the party registered by BCA who offers a Vehicle for sale. A party can only be registered if it has met the requirements stipulated by BCA, including the provision of a chamber of commerce extract (not more than three months old) and a company number issued by the Dutch Driving Licence Registration Authority.
 - Bidder: the party registered by BCA who Bids on a Vehicle. A party can only be registered if it has met the requirements stipulated by BCA, including the provision of a chamber of commerce extract (not more than three months old) and a company number issued by the Dutch Driving Licence Registration Authority.
 - Bid: an amount for a Vehicle offered in euros that BCA has received and that BCA has confirmed with the Bidder.
 - Hammer Price: the highest Bid offered on the Auction made by a Buyer, against which the auctioneer closes the auction by dropping the hammer. Whether or not that amount is plus VAT will also be published during the Auction.
 - Purchase Price: the Bid that is awarded (the Hammer Price), plus purchase costs, storage and transshipment costs, private motor vehicle and motorcycle tax and VAT, and any agreed transport costs.
 - The Buyer: The Bidder with whom a purchase agreement is entered into.
 - Transfer: the legal act required to render the Buyer or BCA the owner or the party entitled to the Vehicle.
 - Storage Location: any location in the Netherlands or within 25 kilometres outside the Netherlands where it can be verified that that is where the Vehicles which are the property of BCA are stored.
 - Prices: the Prices as shown on the www.bca-autoveiling.nl website. In the event of price changes, the Price published on the day that the Bid is made applies.
 - Access Code: the username and password that the Bidder or the Seller receives after application and registration with BCA for admission to BCA's online Auctions.
 - Vehicle: all movable property that BCA buys or sells, expressly including, but not confined to passenger vehicles, freight vehicles, motorcycles, trailers and boats, as presented and shown by BCA on its Auction Websites and other purchase and sales documentation.
 - Auction: the offering of Vehicles by BCA for Auction, whereby Auctions may be held online via the various Auction Platforms that BCA uses, as well as physical Auctions at BCA's business premises or other grounds.

3. The Auction

- 3.1. BCA Auctions are conducted by a BCA auctioneer. The auctioneer determines the way the Auction is conducted and is entitled without giving reasons to decline a Bid, declare an Auction invalid or to undertake in other respects everything necessary that he/she deems appropriate during the Auction process.
- 3.2. BCA or its auctioneer is entitled to request any individuals found on the BCA premises to provide identification, or to remove any person from these premises or from the Auction. The business premises and warehouses on the site are monitored by video surveillance cameras for security reasons.
- 3.3. Online Auctions require that Sellers and potential Buyers/Bidders register in advance as users of the websites, portals or other BCA Auction platforms. The registration details provided must be truthful, and must be provided solely by persons authorised to be representatives. The username and login ID provided are strictly personal and not transferable.
- 3.4. In the event of abuse, or if a Buyer refuses to accept an auctioned Vehicle, BCA will be entitled to bar users from further participation and to collect an immediately due and payable fine of EUR 2,500, or, at his/her discretion, to demand full compensation (for damages), in consultation with the Seller if necessary.

4. Fees and charges

- 4.1. Offerers, Sellers and Buyers can consult BCA fees for the purchase and selling of Vehicles on the BCA website (www.bca-autoveiling.nl) and BCA makes them available on site at physical Auctions. BCA is entitled to charge reasonable administration or other fees. All fees stated by BCA are excluding VAT.
- 4.2. BCA charges costs to Offerers, Sellers and Buyers on the basis of the applicable fees list.
- 4.3. With effect from 3 days after the Auction, BCA charges Vehicle Buyers the parking fees listed on the price list for each day. Parking fees must be paid prior to the final delivery of the Vehicle.
- 4.4. BCA charges the Offerer a fee of € 750 if a Vehicle is withdrawn after the purchase confirmation has been sent.
- 4.5. BCA is entitled to charge the Seller costs if the Vehicle is not sold at the Auction and the Seller himself/herself makes Bids in the Auction above a specific reserve price (if applicable) set by the Seller.
- 4.6. Expenses incurred for the transport of Vehicles to the Buyer are always for the Buyer's account. The Buyer must pay transport costs prior to the final delivery of the Vehicle.
- 4.7. BCA is entitled to send electronic invoices.

5. Offerer/Seller guarantees and state of repair of Vehicles

- 5.1. Offerers offer the Vehicles exclusively to BCA. After offering a Vehicle to BCA, the Offerer is not entitled to offer the Vehicle for sale himself/herself or via third parties.
- 5.2. BCA offers Vehicles at the Auction based on the information that the Offerer has provided, supplemented with any information and photographs provided by BCA. BCA purchases the Vehicles from the Seller based on that information and uses that information when selling the Vehicle to Buyers. If the Offerer provides an inspection report or vehicle information to BCA using the app made available by BCA, the Offerer himself/herself is solely responsible for the content and comprehensiveness thereof.
- 5.3. The Seller of a Vehicle guarantees BCA at all times that he/she is the Vehicle's owner or has full power of disposal; that the Vehicle is not encumbered by any third-party rights; that the Vehicle has not been declared a write-off; does not have a 'waiting for inspection' report (or a similar report from outside the Netherlands); that the Vehicle has not been affected by serious water damage; that the Vehicle has not been used as a taxi, driving school vehicle or police car; that the registration number and chassis number are correct; that the mileage of the Vehicle is correct; that the Vehicle does not have any hidden technical defects or invisible or poorly repaired damage; and that the details entered on the registration form, and provided by the Seller for the inspection report and other sales documentation, are accurate and complete, unless expressly stated otherwise in writing by the Seller at the time of registration.
- 5.4. The Seller also guarantees that he/she has correctly specified whether the Vehicle represents a margin scheme Vehicle or a VAT Vehicle, and whether the Vehicle is subject to or exempt from motor vehicle tax. The Seller fully indemnifies BCA against any third-party claims relating to these guarantees, including for any tax disadvantage that BCA may suffer due to a misrepresentation by Seller.
- 5.5. The Seller guarantees the correctness of the odometer reading specified for every Vehicle. After being purchased by BCA, every Vehicle is registered for a National Car Pass (or a similar registration outside the Netherlands) if possible, but BCA is not obliged – be it based on that registration or not – to check or verify the accuracy of the odometer reading specified by the Seller.
- 5.6. If the Seller withdraws an offer for sale of a Vehicle after BCA sends the purchase confirmation, BCA will charge the Seller € 750 as a flat-rate compensation for the termination of the purchase agreement.

6. Purchase by BCA and transfer of ownership to BCA

- 6.1. In accordance with the application of these Terms and Conditions, an Offerer is entitled to offer Vehicles for sale to BCA, whereby the following provisions apply to every Offerer and Seller.
- 6.2. Every offer for sale by the Seller is unconditional, at a price which is equal to the valuation price to be set by BCA in consultation with the Seller after receipt of the Vehicle.
- 6.3. The Seller will register the Vehicles that it wishes to sell to BCA, and then deliver them to BCA, or keep them under his/her actual control.
- 6.4. Vehicles must be delivered to BCA's business premises at De Landweer 4 in Barneveld. At the time the Vehicles are delivered, the Seller will give BCA all the vehicle registration sections or the ownership codes, and keys to the Vehicles. The delivery of the Vehicle to BCA constitutes a delivery to BCA subject to the suspensive condition that the parties enter into a purchase agreement, and it is subject to the suspensive condition of the transfer of the Vehicle to BCA's trade stock.
- 6.5. For Vehicles which remain under the actual control of the Seller after the offer for sale and the registration referred to in paragraph 1 of this article, BCA will receive from the Seller the full vehicle registration or ownership codes; the Seller or the manager of a Storage Location, if appropriate, will keep these Vehicles for BCA from the time that the purchase agreement is entered into by sending the purchase confirmation by BCA.
- 6.6. BCA's purchase of a Vehicle and the accompanying purchase agreement will be considered final when the purchase confirmation used by BCA has been sent to the Seller, or by BCA's confirmation of the purchase in another manner. By sending such a purchase confirmation, BCA unconditionally accepts the offer for sale of the Seller's Vehicles listed in the purchase confirmation, and a completed purchase agreement is deemed to exist.
- 6.7. The purchase confirmation will state the Purchase Price to be determined by BCA for the Vehicles, on the understanding that, subsequent to this, BCA will send a specification which may contain costs still to be settled. The Seller is entitled to receive the amount stated in the specification, and will send BCA an invoice for the amounts stated therein as soon as possible after receipt of the specification.
- 6.8. Sending of the purchase confirmation and transfer of the Vehicle to BCA's trade stock results in full compliance with the terms and conditions for delivery, and results in BCA becoming owner of the Vehicles. Where necessary, the parties expressly agree (and declare) that said purchase confirmation completes the transfer of ownership and delivery to BCA, for the Vehicles that were actually delivered to BCA on registration as well as for the Vehicles that remained under the actual control of the Seller after registration. From that point forth, BCA will be owner of the Vehicles. The purchase confirmation and these Terms and Conditions together are deemed to be the stipulation and bilateral declaration required for transfer of ownership to BCA of the Vehicle stored by the Seller or at a Storage Location.
- 6.9. Until the time of the transfer of ownership of the Vehicle by the Seller to BCA, the Seller will be liable for any and all risks, including, but not limited to, theft, damage and loss on the part of the Offerer and the Seller. After transfer of ownership of the Vehicle, the Seller will look after the Vehicle that it is keeping for BCA with due care. The Seller will compensate BCA for any damage to the Vehicle that arises after the transfer of ownership, unless the Seller could not reasonably have prevented the damage.
- 6.10. The Seller expressly and unconditionally indemnifies BCA against all third-party claims related to the Vehicle and its conformity, including claims from a Buyer of the Vehicle, insofar as such claims exceed € 500.

7. Payment of Purchase Prices by BCA

- 7.1. The Seller is obliged to send a proper invoice to BCA based on the amount stated on the purchase confirmation, including amounts owed by the Seller based on the fees that BCA applies.
- 7.2. BCA is entitled to deduct its claim against the Seller from the Purchase Price to be paid to the Seller.
- 7.3. BCA is entitled to retain the Purchase Price to be paid to the Seller if it has any doubts regarding the Seller's power of disposal, regarding the details provided by the Seller, and regarding any other issues relating to the Vehicle and the associated transactions. BCA does not reimburse interest.

8. Rescinding of the purchase by BCA

- 8.1. If a Vehicle purchased by BCA from the Seller is not sold by BCA via the Auction within 4 weeks after the purchase by BCA, or any earlier or later as agreed between the Seller and BCA, BCA is entitled to terminate the purchase agreement with the Seller for the Vehicle in question. If the Buyer cancels the contract, regardless of the grounds on which this is based, BCA is always entitled to also immediately terminate the agreement between BCA and the Seller, whereby the Seller will be required to reimburse BCA for the Purchase Price and charges, without the Seller having any further entitlement to compensation for loss.
- 8.2. If BCA wishes to invoke the termination option referred to in paragraph 1 with respect to a Vehicle, BCA will notify the Seller of this in writing. This written notification constitutes the rescinding of the sale.
- 8.3. After the termination of the purchase agreement by BCA, BCA will return or deliver the Vehicle to the Seller by making it available at BCA's business premises, together with the documents and keys, and will allow the Seller to collect it, and will ensure that the vehicle registration will be transferred to the Seller.
- 8.4. After the termination of the purchase agreement and return of the Vehicle, the parties have no further obligations to one another with respect to the Vehicle in question.

9. Sale by BCA and transfer of ownership to the Buyer

- 9.1. A Bidder is entitled to Bid on Vehicles at BCA Auctions. A Bid is unconditional and irrevocable for a period of two working days after the end of the Bidding period.
- 9.2. BCA reserves the right, including after Bids have been made, to withdraw Vehicles from sale or Auction and to remedy mistakes, without the Bidder being able to derive any rights from this.
- 9.3. The Vehicle purchase agreement between BCA and the Bidder will only be effected after BCA has accepted the Bid for the Vehicle by sending the sale confirmation to the Buyer.
- 9.4. The sending of said sale confirmation is deemed an acceptance of the Bidder's Bid, as a result of which the Bidder becomes the Buyer of the Vehicle.
- 9.5. The sale confirmation is accompanied by an invoice to the Buyer for the amount of the Purchase Price, along with any costs and surcharges known at the time.
- 9.6. A Vehicle that is on the BCA grounds and that is sold to the Buyer will be delivered to the Buyer by BCA after receipt of the full Purchase Price and costs incurred through the transfer of the registration of the Vehicle to the name of the Buyer, along with simultaneous issue to BCA of the indemnification recognised by Dutch Vehicle and Driving Licence Registration Authority. As of that time, the Vehicle will be held by BCA for the Buyer. Until such time, BCA remains the owner of the Vehicle.
- 9.7. A Vehicle that is not on the BCA grounds but instead is on the grounds of a third party and that is sold to the Buyer will be delivered to the Buyer by BCA after receipt of the full Purchase Price and costs incurred through the transfer of the registration of the Vehicle to the name of the Buyer, along with simultaneous issue to BCA of the indemnification recognised by Dutch Vehicle and Driving Licence Registration Authority. As of that time, the Vehicle will be held for the Buyer. Until such time, BCA remains the owner of the Vehicle. After that, the BCA will arrange the transport to the Buyer in accordance with Article 9.9.
- 9.8. Immediately after the transfer of ownership pursuant to this article, the Buyer will be liable for all risks and obligations pertaining to the Vehicle. The Seller is obliged to take or collect the Vehicle as soon as possible, but within three days of the sale at the latest. If the Buyer does not collect the Vehicle by the stipulated time, BCA is entitled but not obliged to deliver the Vehicle to the delivery address using transport. The costs for storage and transport will be charged to the Buyer. The costs are immediately due and payable and must be paid on delivery.
- 9.9. If BCA arranges the transport of a Vehicle, the costs are for the Buyer's account and delivery to the Buyer will take place within 5 working days if possible. The Buyer must be available to receive the Vehicle on working days between 8.30 a.m. and 5.30 p.m. If the Vehicle cannot be delivered to the address provided by the Buyer, then the Buyer is obliged to pay BCA for the costs for returning, storage and insurance. All costs are immediately due and payable.
- 9.10. Notwithstanding the provisions of paragraph 8 of this article, the risk of damage, loss and theft during the transport carried out by BCA to the Buyer are for BCA's account. The risk transfers to the Buyer at the time of delivery to the Buyer or when the Buyer collects the Vehicle himself/herself.
- 9.11. If the Buyer wishes to export the Vehicle, he/she may request BCA to arrange the export either entirely or in part.

10. Payment of the Purchase Price by the Buyer

- 10.1. The Buyer is obliged to transfer the Purchase Price as stated on the invoice referred to in Article 9.5 to the bank account number referred to on the invoice within one working day.
- 10.2. In the event of late payment, the Buyer will be in default by operation of law and the Buyer will owe interest of 1.5% per month until such time as the payment has been made, without further notice of default. If BCA resorts to having the amount owed by the Buyer collected, BCA is entitled to an additional payment for the out of court collection charges amounting to 15% of the amount owed, or a minimum of € 150.
- 10.3. In the event of default, BCA is always entitled but not obliged to terminate the purchase agreement without further notice of default and to charge the Buyer for the damages suffered by BCA.
- 10.4. BCA is entitled to demand bank card payments only (or other forms of electronic payment). The remainder of the Purchase Price must be credited to BCA's account within one day.
- 10.5. The Buyer is not entitled to settle his/her debt against any purported claim against the Seller or BCA, or to suspend the payment.

11. Rescinding of the sale by BCA

- 11.1. If BCA accepts an offer at or subject to an outdated, delayed, incorrect and/or otherwise non-applicable price or condition, BCA will be entitled to notify the Bidder within 24 hours of acceptance of this Bid and sending of the purchase confirmation of the fact that an error has occurred, along with simultaneous rescinding of the sale. Such a notification will also apply as the termination of the purchase agreement, insofar as is necessary. BCA will also have this right if it is not clear to the Bidder, or does not need to be clear to the Bidder, that an error or other imperfection has occurred, and in the event of cancellation or termination on the grounds of this article, at no time can BCA be held liable or required to pay any compensation to the Bidder or Buyer.
- 11.2. After the termination of the purchase agreement by BCA, the Buyer will return or deliver a Vehicle that has already been delivered to BCA by making it available at BCA's business premises, together with the documents and keys, or will allow BCA to collect the Vehicle, and the Buyer will ensure that the vehicle registration is transferred to BCA.
- 11.3. After the termination of the purchase agreement and return or delivery of the Vehicle, the parties have no further obligations to one another with respect to the Vehicle in question.

12. Complaints, guarantees and advertising

- 12.1. When offering Vehicles, BCA pays due professional care to the information for Bidders and Buyers. Bidders and Buyers are aware that BCA obtains its information based on the information from the former owners of the Vehicles, and the Vehicles are purchased by the Buyers as seen in the full knowledge of this, without any actual visual or technical inspection and without a test drive or further inspection by Buyers. BCA therefore expressly restricts its responsibility and liability for defects in the Vehicles, and at the same time requires the Buyer to inspect and check the Vehicle thoroughly as soon as possible after the delivery of a Vehicle to the Buyer. Where necessary in relation to these Terms and Conditions, the applicability of Title 1, Book 7 of the Dutch Civil Code is excluded.
- 12.2. BCA tries to draw up an inspection report for all Vehicles for the Auction. A visual and limited technical inspection is carried out for Vehicles that are not delivered to BCA, but remain in the actual control of the Seller. For Vehicles that the Seller delivers for Auction to BCA's premises, a technical staff member will perform a brief test drive in the Vehicle, at a speed not exceeding 50 km/h, in addition to the visual and limited technical inspection. If BCA itself draws up an inspection report for a Vehicle, this will be merely a limited snapshot in time. The information contained in this report is based on observations made by the member of the BCA technical staff at the time of the inspection. The inspection report therefore only contains an indication of the condition of the Vehicle components explicitly listed in the report, and never relates to components or aspects that are not mentioned.
- 12.3. All claims from the Buyer or liability on the part of BCA is expressly excluded insofar as it pertains to or is related to the wear and tear of parts or to issues mentioned in or known from the vehicle information or to information mentioned on the website, portals or other sales documentation related to the Vehicle in question, or related to defects reported or otherwise known.
- 12.4. Any right to claim or claim from the Buyer against BCA lapses if the Buyer does not inspect the Vehicle and if the Buyer does not notify BCA of any complaints, claims or demands in writing:
- within one working day (24 hours) after delivery; or
 - before the Buyer has driven the Vehicle more than 50 kilometres; or
 - before the Purchaser has carried out repairs or other kinds of work on the Vehicle.

- 12.5. Moreover, any right to claim or any claims from the Buyer against BCA lapse as soon as the Buyer has sold the Vehicle.
- 12.6. Claims will only be handled if they are received in writing by e-mail at claims.nl@bca.com, within the stipulated working day (24 hours).
- 12.7. Body work damage must always be accompanied by digital photographs. If a complaint is lodged, BCA is entitled to carry out a counter check. The Buyer will keep the Vehicle available for this.
- 12.8. For every claim, the Buyer has an own risk excess of € 350 excl. VAT for technical defects and € 350 excl. VAT for body work damage. Furthermore, claims for which repair is possible are always handled based on net amounts excl. VAT.
- 12.9. BCA expressly reserves the right to terminate the purchase agreement in the event of any claim by the Buyer, and to recover the Vehicle in question or to repair the Vehicle taking into account the own risk excess applicable to the Buyer.
- 12.10. BCA sells Vehicles with a sales price of up to € 1,500 as they stand and without any guarantee, and these Vehicles are excluded from any right to claim.
- 12.11. The Buyer indemnifies BCA against all damages and expenses arising from the possession or use of the Vehicle on the part of the Buyer.

13. Liability

- 13.1. BCA is committed to ensuring that the Auction process proceeds in an orderly manner. BCA does not provide Sellers, Bidders and Buyers with any guarantees whatsoever in respect of the Auction process and the Vehicles auctioned or to be auctioned, apart from any guarantees expressly agreed to in writing. This article governs BCA's liability for all activities or services performed by BCA for Buyers, Sellers or other contracting parties.
- 13.2. Except in the event of deliberate intent or gross negligence on the part of BCA, BCA is never liable to the Buyer or the Seller for indirect damage or consequential damages.
- 13.3. To the extent that BCA has any liability to the Buyer or the Seller, then that liability is always restricted to the payment of the margin that BCA received with respect to the purchase and sale in question, or – in the absence of any margin – to the payment of € 1,000.
- 13.4. Except in the event of deliberate intent or wilful recklessness on the part of BCA, BCA is not liable for any damage to Vehicles belonging to Sellers or Buyers being driven and/or parked on its premises.
- 13.5. BCA is also not liable for incorrect information provided by the Dutch Vehicle and Driving Licence Registration Authority or National Car Pass, such as but not limited to make, model or type descriptions.
- 13.6. Any liability of BCA to the Buyer or Seller lapses for claims i) arising from a defect or claim not reported to BCA within 24 hours after the (actual) delivery; or ii) for which the Buyer or Seller has not claimed in legal proceedings against BCA within three months after discovery.
- 13.7. For any claims against BCA, BCA is entitled to invoke the indemnities granted by the Buyer or the Seller under these Terms and Conditions.

14. Government Vehicles

- 14.1. For the purposes of these terms and conditions, 'Government Vehicles' are defined as follows: Vehicles equipped with the corporate style, or elements thereof, such as this is exclusively intended and reserved for emergency services designated by the State within the context of disaster response. This primarily involves Vehicles using the corporate style of the ambulance sector, fire brigade, police, Rescue Netherlands, and certain divisions of the Ministry of Defence.
- 14.2. The purpose of striping and logos, elements of the aforementioned corporate style, is to create optimal recognition of the Dutch emergency services. In view of the unique duties and authorities of these services, it is essential for the general public to be able to see at a glance that the communication in question has been issued by these emergency services.
- 14.3. The designer of the corporate style has transferred the copyright to the Dutch State. On the orders of the Dutch State, the Netherlands Institute for Safety is charged with the prevention of the unauthorised use of this corporate style. Individuals or institutions that are not part of these State-designated emergency services may therefore only use the corporate style or elements thereof, including the striping and logo, provided they have received express permission for this use from the Netherlands Institute for Safety, on behalf of the Dutch State.
- 14.4. Under no circumstances whatsoever may Vehicles marked with the aforementioned corporate styles be exported, sold or transported to a foreign country.
- 14.5. Agreements have been made between BCA and the Netherlands Institute for Safety in order to make the sale of Vehicles marked with the corporate style possible, both within the emergency services as well as outside of them. Amongst other things, these agreements stipulate that the Buyer of a Vehicle marked with the aforementioned corporate styles must state in writing that it is part of the aforementioned emergency services and that the Vehicle will be used solely for the purposes of the tasks with which that service is charged.
- 14.6. In the event the Buyer is not part of the aforementioned emergency services, a statement must be signed attesting to the fact that, within two weeks of the purchase, all elements of the corporate style will be removed or adapted such that they no longer violate the State's rights. All of this at the discretion of the Netherlands Institute for Safety. The Buyer will also certify that the Vehicle marked with elements of the corporate style will not be transported to a foreign country. This statement will be sent to the Netherlands Institute for Safety immediately after the sale of the Vehicle by BCA. For further information, please visit the Netherlands Institute for Safety website: www.striping.nl.

15. Permission for use of personal data

- 15.1. Bidders, Sellers and Buyers agree to the fact that BCA collects, uses and transfers their personal data in the context of BCA's commercial activities. The personal data are used, among other things, for BCA's marketing and sales activities, and in making concrete offers to Bidders, Sellers and Buyers. More information about the use of this data can be found in BCA's privacy and cookie policy that is available on <http://www.bca-autoveiling.nl/privacy-cookie-Policies-bca.pdf>.
- 15.2. BCA may use the services of third parties in the context of the use of the data in the manner referred to above, as a result of which the data will also be made available to said third parties. Bidders, Sellers and Buyers also grant BCA express permission for this. Bidders, Sellers and Buyers can withdraw the permission granted at any moment and notify BCA that the data referred to above must no longer be processed or used by BCA.

16. Forum and disputes

- 16.1. The laws of the Netherlands govern these General Terms and Conditions, all agreements for the purchase or sale of Vehicles by BCA, and all BCA Auctions. Disputes related to these agreements, Auctions or these Terms and Conditions will initially be settled exclusively by the competent court in the district in which BCA has its registered office.
- 16.2. Only the Dutch text of these Terms and Conditions will be binding. This provision also applies in cases in which Buyers, Sellers and/or Vehicles from abroad are involved, including through online Auctions.