

GENERAL TERMS AND CONDITIONS OF SALE

The present General Terms and Conditions of Sale are agreed between:

Alphabet Belgium Long Term Rental NV, with registered office at 2630 Aartselaar, Ingberthoeweweg 6, company number VAT BE 0438.973.597.

hereinafter referred to as: "seller",

and the user of this application,

hereinafter referred to as: "buyer".

1. General provisions

All sales agreements are concluded by the seller in application of the present terms and conditions of sale. Clauses that derogate therefrom, including the customer's terms and conditions, shall be binding on the seller only insofar as the seller has agreed thereto in writing.

2. Formation of the agreement

The buyer shall be free to purchase vehicles from the seller vehicles by making a bid on the available vehicles. The said bid is to be put out over the Internet, unless otherwise specified, within the bid period established by the seller. To this end, the seller shall provide the buyer with a personal ID and password. By making a bid, the buyer is seen to accept the terms and conditions of sale.

All bids are exclusive of VAT at all times.

If the buyer chooses to withdraw his bid, the bid will need to be corrected. This correction is subject to payment of an administrative fine to the amount of € 500.00 excl. VAT.

The buyer shall be notified by e-mail if the vehicle on which the bid was made, has been assigned to him. For each vehicle sold, an administrative handling fee shall be billed to the amount of € 150.00 excl. VAT. The buyer shall be evaluated as regards the dutiful performance and follow-up of payments, vehicle collection and complaints.

If the present terms and conditions fail to be complied with or if the seller is able to cite another reason of major importance, the seller shall be within his rights to bar the buyer, either temporarily or for good, and to block the placement of bids.

3. Vehicle condition

All vehicles are publicised in the condition they find themselves in at that particular time. All internal and external damage to the vehicle established, shall be published. If the vehicle is found to have (invisible) technical damage, this too will be specified in the information published.

The sole aim of the assessment report is to inform the buyer of the condition of the vehicle at the time of publication. The damage established cannot be recovered from the seller in any way, shape or form.

If the vehicle has been collected, this shall be taken to mean that the buyer has accepted the vehicle in the condition it is in. After the buyer has left the collection site, no further complaints shall be accepted.

4. Prices and terms and conditions of payment

The buyer shall be required to transact payment of the sales price agreed within 5 working days by way of transfer. All costs arising from the sale of the vehicle, such as e.g. transport costs, the re-registration of the vehicle, etc. shall be defrayed by the buyer. Only payments transacted by way of bank transfer shall be accepted.

In the event of non-payment of the full sales price within 5 working days, the seller shall be within his rights to dissolve the sales agreement, without prior notice of default served on the buyer. In said event, the seller shall claim payment from the buyer of a sum equal to 10% of the sales price bid by the latter, excluding VAT.

5. Collection

The collection site is 12 Bist in 2630 Aartselaar.

The vehicle will be released for collection only after the seller has been provided with proof of payment of the full sales price and any late interests and/or other costs, to be sent by e-mail or by fax. For payments in excess of 50,000.00 €, the vehicles shall be released only after the right amount is in the seller's account. Vehicles are to be collected within 10 working days after the auction has closed. If the vehicle fails to be collected within the time span specified above, the seller reserves the right to bill the buyer a flat rate sum in compensation for each day extra the vehicle is left at the collection site.

The vehicle is sold in its condition as is, which the buyer is duly familiar with. The seller waives all and any liability for the damage caused by the buyer and/or an agent of the buyer. The vehicles are sold by the seller without guarantees.

6. Transfer of risk

The seller enables the buyer to inspect the vehicle at the collection site. It is for the buyer to conduct a thorough inspection of the vehicle by way of the assessment report and to check the vehicle for flaws.

Missing documents, keys and/or extras or accessories are to be reported to the seller before the vehicle leaves the site. No complaint in this respect shall be accepted once the vehicle has left the site.

7. Reservation of title of ownership

The title of ownership over the vehicle shall remain with the seller until payment has been transacted in full. If applicable, the buyer shall make sure he holds all the required export documents, in compliance with local VAT regulations.

At all times, the sale of a vehicle is to be corroborated with the following supporting documents:

- in case of export: a valid CMR document;
- in the other cases: a bill of carriage or a duly signed pick-up document.

8. Applicable law

The present agreement shall be governed by Belgian law. Any disputes shall be brought before the Commercial Courts of competent jurisdiction of the legal district of Antwerp.

9. Privacy protection

The personal details communicated by the buyer shall be solely used by the seller with a view to performing the latter's commitments vis-à-vis the buyer. Any such details may be passed on to third parties only if these third parties are partners of the seller. The buyer shall be within his rights at all times to access, amend or delete his own details.

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