Terms & Conditions Dealerdirect

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being Dealerdirect's Sales Site(s).

If you sell or buy Lots on our Selling Site(s), the following terms and conditions apply to you. By using our Sales Site(s) and the services offered by us, you agree to the applicability of these terms and conditions. You are bound by it. Please read our terms and conditions before using our Sales Site(s) and services.

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Article 1 - Definitions

In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise.

1. Provider: The consumer or authorized representative of a legal entity who offers a Vehicle on Dealerdirect's Sales Site.

2. Intermediary Agreement: The agreement between Dealerdirect and the Offeror whereby Dealerdirect will mediate between the Offeror and the Offeror in the sale of the Vehicle of the Offeror with the aim of concluding a Purchase Agreement.

3. Bidder: The recognized trader (if RDW recognized as an active vehicle trader in the Netherlands), being a natural person or a legal entity, who has submitted a Bid.

4. Bid: The bid that the Bidder has made for a Lot. This offer is always in euros and including sales tax.

5. Dealerdirect: Dealerdirect BV, as registered in the Trade Register of the Chamber of Commerce under number 08122057, Dealerdirect Belgium as registered in the KBO under number 0839.741.272, Motordealerdirect BV, as registered in the Trade Register of the Chamber of Commerce under number 57048487 , Motordealerdirect Belgium as registered in the KBO under number 0634.718.411 and Dealerdirect Bikes BV, as registered in the Trade Register of the Chamber of Commerce under number 86213520 and Motordealer Direct GmbH, being the user of these general terms and conditions and operator of the Sales Sites as stated in these general terms and conditions and through which Dealerdirect mediates in the conclusion of Purchase Agreements between the Offeror and Bidder or Seller and Buyer.

6. Purchasing Site(s): The Vehicle Purchasing Site(s) and Purchasing Apps operated by Dealerdirect. This includes the website: www.dealerdirect.eu.

7. Lot: A Vehicle that is offered for sale and that is included in the administration of the Sales Sites. This Vehicle will be assigned a unique lot number by Dealerdirect.

8. Purchase Agreement: The agreement concluded through the mediation of Dealerdirect between the Offeror and the Bidder, respectively the Seller and the Buyer, whereby the Buyer undertakes to purchase and pay for the Vehicle from the Seller and the Seller undertakes to deliver the Vehicle to the Buyer .

9. Buyer: The (RDW) recognized vehicle dealer, being a natural person (sole proprietorship) or a legal entity, who has submitted a Bid that has been accepted by a Seller.

10. Sales site(s): The sales sites operated by Dealerdirect. This includes the following websites: www.ikwilvanmijnautoaf.nl, www.ikwilvanmijnautoaf.be, www.ikwilvanmijnmotoraf.nl, www.ikwilvanmijnmotoraf.be, www.ichwillmeinmotorradloswerden.de, www.ikwilvanmijnscooteraf.nl or www.ikwilvanmijnfietsaf.nl (for a complete overview, see www.dealerdirect.eu/sites).

11. Seller: The consumer or authorized representative of a legal entity who has offered a Vehicle on the Sales Site and who has accepted a Bid.

12. Vehicle: A vehicle, being a passenger car, commercial vehicle, truck, motorcycle, scooter, bicycle, caravan, camper, trailer or other vehicle or vessel, which is offered for sale by the Provider.

13. Appraisal: Estimating the value of a Lot by Dealerdirect. It concerns a valuation (expected sales price) that is established on the basis of the available vehicle information and in consultation with the Provider. The valuation is purely informative, from which no rights can be derived. The valuation does not constitute a binding offer to buy or sell the Vehicle.

14. Auction: The period that Buyers affiliated with Dealerdirect have time to place a Bid on a Lot.

Article 2 - Applicability

1. These general terms and conditions apply to all agreements and all legal rights relations between Dealerdirect and you, the assignment by the Provider for mediation and the agreement for mediation between the Provider and Dealerdirect, agreements and other commitments that are directly or indirectly related to the services of Dealerdirect. They apply, among other things, to your access to and use of the Sales Site(s), including any subpages and subdomains of the Sales Site(s).

2. The applicability of general terms and conditions of yours or those of a third party is hereby expressly rejected. These terms and conditions supersede all terms and conditions contained in or referred to in other documents, including correspondence inconsistent with these terms and conditions, if such other terms and conditions apply notwithstanding the foregoing.

3. If any provision(s) in these terms and conditions is/are void or invalid in whole or in part for any reason whatsoever, the parties shall remain bound by the remaining terms and conditions. Dealerdirect will replace the void and/or invalid part with valid provisions. These new provisions will have legal consequences that are as close as possible to the invalid provisions, based on the content and purpose of these terms and conditions.

4. Dealerdirect reserves the right to unilaterally and without prior notice make changes to these terms and conditions and its Sales Site(s).

5. A party to whom these general terms and conditions have previously applied will also be deemed to agree or have agreed to the applicability of these general terms and conditions to subsequent and previous valuations, mediations, agreements and other obligations between Dealerdirect and Offerers or Sellers and/or Bidders or Buyers, which are directly or indirectly related to the services of Dealerdirect, even if this has not always been explicitly (again) agreed.

6. Individual deviating provisions, including additions or extensions, are only binding if they have been expressly agreed in writing by the parties and confirmed in writing.

7. If Dealerdirect does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof are not applicable, or that Dealerdirect would in any way lose the right to strictly comply with the provisions of these terms and conditions in other cases. to desire.

Article 3 - Services Dealerdirect

1. The services provided by Dealerdirect only and exclusively concern the mediation in the formation of a Purchase Agreement between the Offeror and the Bidder or the Seller and the Buyer, respectively. In addition, Dealerdirect supports the Provider in placing his/her Vehicle on a Sales Site.

2. Dealerdirect is not a party to or subject to the Purchase Agreement or any other arrangement between Buyer and Seller pursuant to the Purchase Agreement between Buyer and Seller (including but not limited to shipping arrangements). Dealerdirect is (therefore) not subject to any post-contractual information obligations. A Provider using a Sales Site to offer a Lot for auction makes an offer to enter into a Purchase Agreement for that Lot with a potential Buyer. A Buyer accepts the offer to enter into a Purchase Agreement by submitting an offer. The Purchase Agreement will not be concluded until the Offeror accepts the Offeror's offer.

3. In order to facilitate the safe and orderly operation of Dealerdirect's services, and by so accepting these terms and conditions, Seller and Buyer agree that the Standard Sales Agreement forms an integral part of the Purchase Agreement between Buyer and Seller with respect to any purchase and sale made through a Selling Site. These Terms may describe and set forth certain additional rights and obligations that form part of the Purchase Agreement. By agreeing to these terms, you agree in advance to be bound by the Standard Sales Agreement and the above rights and obligations (which form an integral part of each Purchase Agreement) towards your contractual counterparty (either the Buyer or the Seller) . Accordingly, the Purchase Agreement and such additional terms and conditions may be enforced against and/or by you and supersede all other terms and conditions applicable to the contractual relationship between Seller and Buyer.

4. Dealerdirect makes an online auction platform (Sales Site) available to Offerers to sell Vehicles to participants of a closed network of dealers (Bidders) and is responsible for the maintenance of said platform. The Sales Site offers Providers the opportunity to, in addition to general information about the Vehicle, photos and further information about the Vehicle and thus obtain a more accurate Valuation.

Article 4 - Notification

1. To be able to use Dealerdirect's brokerage services, the Provider must register a Vehicle on a Sales Site. It is prohibited to provide false information or for the Provider to impersonate another person or company or to use the brokerage services on behalf of another person in order to circumvent Dealerdirect's terms or policies. In order to keep the Sales Site(s) safe and reliable, Dealerdirect reserves the right to deny the Provider the possibility of using the Sales Site, suspend a registration and/or remove a Lot and the right to access terminate the Sales Site.

2. The Offeror will receive emails from Dealerdirect with hyperlinks, for example to activate a valuation request or to view a Bid or to confirm a Vehicle Sale. These e-mails are strictly personal and may not be transferred to third parties or disclosed to third parties in terms of content. If the Offeror knows or suspects that a third party knows the content of its e-mails or account details, Dealerdirect must be notified without delay. Where appropriate, Dealerdirect blocks further access to the account to prevent abuse on behalf of the Provider. The Offeror will subsequently receive new e-mails from Dealerdirect. The Provider is liable towards Dealerdirect for damage resulting from misuse of this information by third parties insofar as such misuse can reasonably be attributed to the Provider.

3. After registering the Vehicle on the Sales Site, the Provider will receive an e-mail which must be confirmed to ensure that the Vehicle is offered for Appraisal. If confirmation is not forthcoming, Dealerdirect can proceed to activate the registration manually. After a manual check or addition or correction of the registration, a summary of the data received will be sent to the Provider by email. With the help of this e-mail, the Provider can check whether all information has been received properly at the Sales Site. If any inaccuracies are stated here, or if additions need to be made, the customer service of the sales sites must be contacted by telephone. The corrections or additions may also be sent by email (klantenservice@ikwilvanmijnautoaf.nl, klantenservice@ikwilvanmijnautoaf.be, klantenservice@ikwilvanmijnmotoraf.nl, klantenservice@ikwilvanmijnmotoraf.be, kundendienst@ichwillmeinmotorradloswerden.de, klantenservice@ikwilvanmijnscooteraf.nl or klantenservice@ikwilvanmijnfietsaf.nl). After registering the Vehicle, it is still possible to add images and

further relevant information.

4. To prevent abuse of Dealerdirect's auction platform, Dealerdirect stores the IP addresses of the locations from which the Provider logs in.

5. If the Provider does not correctly comply with one or more of the provisions of this article, Dealerdirect can remove the registration immediately and without further warning and exclude the Provider from further access to its Sales Site(s). This can also be done via other accounts used by the Provider. In that case, it is not allowed to create a new account or to use the Sales Site via someone else's account.

Article 5 - Auction

1. Users of the Sales Site shall comply with all reasonable directions and instructions regarding the auction given by or on behalf of Dealerdirect. If situations arise that are not described in these conditions, if there is a dispute between users of the Sales Site or if there are other irregularities, Dealerdirect will decide how to act.

2. Users of the Selling Site are required to comply with all applicable national, European and international laws and binding regulations relating to Bidding, Offering, Buying and Selling Vehicles via the Selling Site(s).

3. After a Vehicle has been registered on one of the Sales Sites, Dealerdirect assigns the Vehicle a lot number. From that moment on, the Lot will be offered for a certain time (an auction round of a minimum of 1 minute and a maximum of 96 hours) at an online auction. During this online auction, only the Vehicle data (with the exclusion of personal data) is visible on a protected part of the Sales Site(s) on which only official dealers (potential Buyers) approved by Dealerdirect can view the Lots and place a Bid online.

4. Where appropriate, it is possible that a Vehicle needs several auction rounds in order to arrive at a Bid.

5. Dealerdirect can decide to offer a Vehicle several times in the auction. This is usually limited to maximally 5 times.

6. Unless otherwise indicated and where applicable, bids are in euros and include VAT.

7. Dealerdirect reserves the right to remove a Bid at its own discretion if Dealerdirect deems this necessary, for example in the event of possible abuse or fraud or in the event of a mistake. Dealerdirect also has the right, at its sole discretion, to remove a Lot from a scheduled or ongoing auction if Dealerdirect deems it necessary. If Dealerdirect removes a Lot, all placed Bids will also be removed.

Article 6 - Brokerage costs

1. Mediation in the sale of a Vehicle via Dealerdirect's sales site(s) is in principle free of charge for the Offeror or Seller, subject to the provisions of art. 7.5.

Article 7 - Purchase agreement, payment, delivery and transfer

1. The Purchase Agreement is concluded upon acceptance by the Offeror of the Bid of a Bidder. As a result, the Offeror becomes the Seller and the Bidder becomes the Buyer.

2. Unless indicated otherwise, the Seller is obliged to contact the Buyer within 48 hours after the conclusion of the Purchase Agreement, by means of an e-mail message, text message or by telephone, to arrange an

appointment for the delivery of the Vehicle. to make. If the Seller is unable to get in touch with the Buyer, the Seller is obliged to notify Dealerdirect's customer service within 72 hours of the conclusion of the Purchase Agreement.

3. The Buyer is obliged to accept the Vehicle and to pay the purchase price agreed via the Sales Site to the Seller, unless the Vehicle does not meet the description as entered on the vehicle specification in the Purchase Agreement.

4. The Seller must transfer or deliver the Vehicle, including the accompanying documents, to the Buyer within 14 days after the conclusion of the Purchase Agreement. Buyer and Seller may, in mutual consultation, deviate from the periods referred to in this article. They shall immediately inform Dealerdirect thereof.

5. After a Purchase Agreement has been concluded between the Bidder or Buyer and the Offeror or Seller, the Seller may no longer sell the Vehicle to a third party or choose to retain possession of the Vehicle and the Seller is obliged to deliver the Vehicle to the Buyer. If the Seller refuses to deliver the Vehicle within the delivery period, regardless of the reason, the Seller will owe Dealerdirect the (administration) costs incurred by it, without notice of default being required. These administration costs are fixed at 15% of the agreed purchase price with a minimum of € 300 incl. VAT. Dealerdirect is compelled to do so to prevent abuse of cancellation and can request a copy of the proof of indemnification (‘vrijwaringsbewijs”) for this purpose.

6. Delivery takes place, unless otherwise agreed, by the delivery of the Vehicle by the Seller to the Buyer. If collection of the Vehicle has been expressly agreed, the collection must take place at the address indicated by the Seller.

7. If the Seller delivers the Vehicle to the Buyer, the Seller shall be entitled to reimbursement of the costs of a one-way train journey (one second class ticket for one person) for the shortest route from the Buyer's address to the Seller's address and after presentation of the original ticket (or an extract from a personal public transport chip card on which the costs of the relevant train journey are stated), as well as a copy of the indemnity certificate of the Vehicle with the date on it, which must correspond to the date on the ticket. The seller can only claim this compensation if the train has actually been traveled on the transfer date.

8. If it has been expressly agreed that the Vehicle will be collected by the Buyer from the Seller, then the Seller is obliged to enable the Buyer to collect the Vehicle between 9 a.m. and 5 p.m. on the agreed collection date. In the event that the parties cannot agree on the time of collection, the time will be reasonably determined by Buyer, but within the specified delivery time of 14 days and with a notice period of at least 24 days to Seller of the collection time. hours prior to the time of collection of the Vehicle.

9. Before proceeding with payment, the Buyer has the right to examine whether the Vehicle corresponds to the description provided by the Seller and to take it for a test drive together with the Seller. Any damage that occurs during the test drive is at the risk of the Seller, unless it is caused by traffic violations by the Buyer or other circumstances attributable to the Buyer, such as the Buyer's negligence or recklessness. Without prejudice to the provisions of the Purchase Agreement, the Vehicle is delivered in the condition it is in at the time of conclusion of the Purchase Agreement.

10. If the Buyer finds that the description of the Vehicle does not correspond to the actual condition of the Vehicle, the Buyer is entitled to a reasonable reduction of the purchase price or the right to cancel or dissolve the Purchase Agreement. In that case, the Seller has the option of dissolving the Purchase Agreement free of charge.

11. Before the Buyer proceeds to payment, the Seller is obliged to demonstrate that the chassis number and identity plate of the Vehicle correspond with the data on the vehicle registration certificate or registration card. The buyer has the right to check the registration certificate or the registration card and to investigate whether the data corresponds with the ascription.

12. The purchase price must be paid by the Buyer to the Seller at the latest upon delivery and simultaneous provision of possession of the Vehicle, arranging the ascription and the issue of other documents belonging to the Vehicle.

13. The parties are obliged to provide each other with a receipt of receipt.

14. The Buyer is obliged to provide the Seller with a certificate of indemnification and a receipt at the time of delivery of the Vehicle. The seller must keep the receipt and the proof of indemnification provided. At the request of Dealerdirect, the Seller is obliged to send copies thereof to Dealerdirect.

15. The Seller is obliged to provide the Buyer with all necessary documents (such as, but not limited to, maintenance booklet, instruction booklet, alarm codes, copy of maintenance invoices and vehicle registration documents) during the delivery of the Vehicle.

16. Should the Buyer and the Seller reach agreement on the purchase of the Vehicle after dissolution of the Purchase Agreement at a later stage, but within a period of six months, this will be deemed to have taken place after the mediation by Dealerdirect. In this case, this must be reported to Dealerdirect immediately, but no later than within 24 hours.

Article 8 - Intellectual property

1. The Intellectual Property Rights, including but not limited to copyright, database rights, patent rights and trademark rights of the Sales Site(s), the Purchasing Site(s), the database(s) and all information provided (texts, images, designs, photos, software , audiovisual material and other material), whether or not on or via the Sales Sites, are held by Dealerdirect or its (sub) licensors.

2. All documents provided by Dealerdirect (such as working methods, advice, reports, agreements, designs, software, general terms and conditions, system designs, etc.) are exclusively intended for use by the Offeror and may not be reproduced by it without the prior permission of Dealerdirect. be made public or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise. There is only a personal, revocable, non-exclusive, (non-)sublicensable, non-transferable right to use the Sales Site and view the Information in the manner and format in which it is made available through the Sales Site.

Article 9 - Privacy and data processing

1. The Offeror is obliged to make available to Dealerdirect and the Bidders in a timely manner in the desired form by means of the forms on the Sales Site, which the Bidders believe they need for the correct execution of the Appraisal granted.

2. Dealerdirect may continue to regard the (e-mail) address provided by the Offeror as correct until it has been notified in writing of a new address. If the advice or other communications provided by Dealerdirect do not reach the Offeror because the specified (e-mail) address turns out to be incorrect, this will be entirely at the risk of the Offeror and any Purchase Agreement concluded will remain valid.

3. The Supplier guarantees the correctness of the information and documents provided by it on which Dealerdirect has based the execution of the agreement.

4. The Sales Sites are part of Dealerdirect. Dealerdirect is legally responsible for data processing. Careful handling of personal data is of great importance to Dealerdirect. Personal data is therefore carefully processed and secured. Dealerdirect adheres to the laws and regulations in the field of privacy and the protection of personal data, such as the General Data Protection Regulation (hereinafter: "GDPR"). However,

Dealerdirect explicitly points out to the users of the Sales Site that those who receive personal data from the other party are also considered separate and independent data controllers of that personal data under applicable data protection laws and regulations. If you receive the personal data of another user, you warrant that you will only process this information to fulfill your obligations or to resolve issues arising under the Sales Agreement. You will process this personal data in accordance with applicable laws and regulations (for data protection). You may not use the personal data for (other) commercial purposes without the permission of the user in question, for example for sending unsolicited communications or otherwise approaching the user for such purposes. If Dealerdirect is sued, fined or (otherwise) suffers damage as a result of shortcomings that can be attributed to that user, the user agrees to indemnify and hold Dealerdirect harmless against such claims, fines and/or damage.

5. The details of the Offeror or Seller can only be viewed by Dealerdirect during the Valuation and thereafter and will not be made public during the valuation request.

6. If the Offeror agrees to the Offer and a Purchase Agreement has been concluded, the Buyer's details will be communicated to the Seller by e-mail. The details of the Seller will then also be communicated to the Buyer by e-mail. The parties are not permitted to make this information available to third parties.

7. Personal data is recorded in the context of the services and the legitimate interests of Dealerdirect. Dealerdirect uses personal data of Offerors, Bidders, Buyers and Sellers for the implementation of the brokerage agreement, to enable online auctions, to facilitate communication between users and to provide support for questions, complaints, problems (service). In addition, the data can be processed to inform about the (again) offering of services from Dealerdirect, other websites of Dealerdirect and for making offers from carefully selected partners. Insofar as required by law, Dealerdirect will request permission from the Data Subject for the use of personal data.

8. When making offers, Dealerdirect tries to take into account the preferences of the Data Subject whose personal data are involved. You can withdraw your consent at any time via the unsubscribe link in these messages or by adjusting the settings in the account.

9. If the Provider does not wish to receive a new Appraisal, he can do so by telephone or by email to email klantenservice@ikwilvanmijnautoaf.nl, klantenservice@ikwilvanmijnautoaf.be, klantenservice@ikwilvanmijnmotoraf.nl, klantenservice@ikwilvanmijnmotoraf.be, kundendienst@ichwillmeinmotorradloswerden.de, klantenservice@ikwilvanmijnscooteraf.nl or klantenservice@ikwilvanmijnfietsaf.nl to Dealerdirect customer service.

10. All information about the users of the Sales Site(s), which it makes available to Dealerdirect, will be treated confidentially. Therefore, we take reasonable steps to ensure that personal data is properly secured using appropriate technical, physical and organizational measures, so that it is protected against unauthorized or unlawful use, alteration, unauthorized access or disclosure, accidental or unlawful destruction and loss.

11. Dealerdirect reserves the right to provide information to public authorities based on a legal or judicial obligation.

12. Dealerdirect uses cookies in order to be able to use the information below about a visit to its Sales Site(s). Dealerdirect uses this information to determine the identity of the Data Subject and to facilitate a subsequent visit to its Sales Site(s). Furthermore, Dealerdirect uses cookies to examine the effectiveness of its Sales Site(s) and the advertising activities on the website. If the Sales Site(s) is/are visited, the data below will be recorded in a cookie. If this is not desired by the Data Subject, the use of cookies can be prevented by adjusting the browser settings. Refusing (the use of) cookies may result in the user-friendliness of Dealerdirect's Sales Site(s) being reduced, or that Dealerdirect's Sales Site(s) may become inaccessible in whole or in part. The following data is stored in a cookie: 1) IP address (if necessary), 2) session number and 3) a customer number (if necessary).

13. All incoming and outgoing phone calls are recorded. Dealerdirect does this in the interest of all Data Subjects. By recording the conversations, there is less need to provide written information. In addition, it is always possible to determine afterwards which agreement the parties have made by telephone. By registering the Vehicle, the Provider gives Dealerdirect permission to contact him/her by telephone during the opening hours of the contact center. If the Provider does not appreciate being contacted by telephone at certain times (e.g. Sunday), the Provider can indicate this under 'Particulars' during the registration.

14. Dealerdirect can invite parties to write a review, both after registration and after concluding a Purchase Agreement. Parties are not obliged to cooperate in this. A review can be anonymous. Dealerdirect is curious about the opinions of visitors to its platform, but reserves the right not to publish contributions that do not meet the site conditions. To guarantee quality, Dealerdirect reserves the right to revise reviews in order to prevent grammatical errors. By writing a review, Dealerdirect is given permission to publish the review on its website(s), including name or other data such as place of residence, added images and vehicle data as entered by the Provider on the website.

15. Under the conditions set out in the applicable law, the Data Subject has the following rights in relation to his/her personal data: right of access, right of rectification, right of deletion, right of restriction of data processing, right of objection against profiling or processing based on our legitimate interests, the right to withdraw his/her consent and the right to data portability. If the Data Subject wishes to exercise one of these rights, the Data Subject can do so by sending an e-mail to customer service@ikwilvanmijnautoaf.nl, customer service@ikwilvanmijnautoaf.be, customer service@ikwilvanmijnmotoraf.nl, customer service@ikwilvanmijnmotoraf.be, customer service@ikwilvanmijnscooteraf.nl or customerservice@ikwilvanmijnfietsaf.nl

16. Dealerdirect has drawn up a privacy and cookie statement for the processing of Personal Data: https://www.ikwilvanmijnautoaf.nl/privacy, https://ikwilvanmijnautoaf.be/privacy, https://ikwilvanmijnmotoraf.nl/privacy, https://ikwilvanmijnmotoraf.be/privacy, https://www.ichwillmeinmotorradloswerden.de/datenschutzerklaerung, https://ikwilvanmijnscooteraf.nl/privacy or https://ikwilvanmijnfietsaf.nl/privacy. Dealerdirect will update this statement as changes apply. If there are any material changes to the statement or the way in which Dealerdirect uses Personal Data, it will notify Data Subjects by prominently posting such changes on its website or by sending a message to Data Subjects. In the event of any conflict between this statement from Dealerdirect and the terms of the agreement(s) between a Dealerdirect and the Data Subjects, these terms and conditions shall prevail. For certain Dealerdirect Entities, a more specific privacy statement may apply and will be presented to Data Subjects in case of Personal Data Processing."

Article 10 - Consumables

1. When the Provider uses a Sales Site, the Provider may upload certain material, such as descriptions of the Vehicle, photos of the Vehicle, specifications, messages, offers and/or announcements (hereinafter: “User Material”).

2. The Provider understands and accepts that he/she is responsible and liable for the User Material that the Provider places on a Sales Site.

3. The Provider acknowledges and agrees that the User Material he/she places on the Sales Site: is not unlawful, misleading, inappropriate or incorrect, cannot have a negative effect on the reputation or good name of Dealerdirect and its affiliated companies and /or its employees, is unencumbered, does not violate any law or regulation or these terms and conditions, does not infringe any rights of any third party (including, for the avoidance of doubt, intellectual property rights and other proprietary rights), and is not otherwise unlawful is towards third parties or Dealerdirect and if such User Material contains personal data, the uploading or posting of User Material is in accordance with applicable privacy and data protection laws and

regulations.

4. By posting User Material, the Provider grants a free, unencumbered, worldwide, non-exclusive, perpetual and irrevocable license to display and/or reproduce the User Material to the public for all purposes Dealerdirect deems necessary (including promotional purposes).

5. Dealerdirect has the right to remove or change the User Material, without being liable for any damage and without being obliged to pay any compensation to any party.

Article 11 - Availability

1. Dealerdirect is entitled at all times and without prior notice to make procedural, technical, commercial or other changes and/or improvements to the Sales Site. Dealerdirect is also authorised to (temporarily) disable the Sales Site and/or limit the use of the Sales Site if (a) it deems this necessary (for example, in the context of reasonably necessary maintenance of the Sales Site); or (b) in case of force majeure, both in the case of (a) and (b) without any liability for any damage and without any obligation to pay any (form of) compensation.

2. The services provided by Dealerdirect are provided on an “as is” basis and without any form of warranty (explicit or implicit).

Article 12 - Liability

1. Insofar as permitted by mandatory law, Dealerdirect does not accept any liability for damage resulting from the provision of its services, including but not limited to damage resulting from or related to the use of the Sales Site or due to unlawful acts or otherwise, the termination, performance (this includes delivery of Lots) and/or dissolution of a Purchase Agreement by a Buyer or Seller, Appraisals of the value of Lots. Dealerdirect cannot guarantee that these estimates are correct and therefore cannot be held liable in the event that Lots prove to be worth more or less than the estimate or the realized sales price. Dealerdirect is also not liable for User Material that is unlawful or infringes the rights of third parties, unlawful use of the Sales Site.

2. If, notwithstanding the above, Dealerdirect is liable for any damage for any reason whatsoever, Dealerdirect is only liable for compensation for direct damage suffered by the user of the Sales Site as a result of non-compliance with obligations or wrongful acts by Dealerdirect that can be attributed to it.

3. Dealerdirect is not liable for indirect or consequential damage, including but not limited to lost income, lost profit, reduced turnover and standstill damage. Direct damage only includes actual (financial) damage, reasonable costs incurred to prevent or limit direct damage, and reasonable costs incurred to determine the cause of the damage, liability and direct damage.

4. If Dealerdirect is liable for damage for whatever reason, its liability is limited to € 2,500. This limitation of liability also applies to its management, directors, employees, representatives and legal successors.

5. A shortcoming that has not been reported to Dealerdirect within a complaint period of 6 months is considered to have expired and can no longer be invoked against Dealerdirect. Any claim against Dealerdirect expires after a period of 12 months.

Article 13 - Consequences of non-compliance with our conditions

1. In addition to the provisions of our terms and conditions, (i) to comply with applicable law (including any economic sanctions law and regulation applicable to Dealerdirect) or if (ii) a user violates Dealerdirect's terms and conditions, (iii) a user of the Selling Site repeatedly receives bad reviews or Dealerdirect has been made aware of problems with a user's attitude or behavior or (iv) Dealerdirect believes in good faith that it is necessary to Selling Site or other users or (v) to prevent fraud or other illegal activities), Dealerdirect may temporarily or permanently restrict a user's access to a Selling Site or permission to sell and/or Bid on Lots and/or immediately terminate all commercial contracts concluded with the user in question.

2. If one or more of these measures are taken, Dealerdirect will notify the user via e-mail (via your last verified e-mail address), stating the reason why this measure(s) has/have been taken .

3. Dealerdirect may also impose an immediately payable fine of € 1,000 (one thousand euros) for any violation of its terms and conditions, without prejudice to Dealerdirect's right to recover the actual damage. Dealerdirect tries to issue a warning before imposing this fine. However, for a serious violation, Dealerdirect will not give notice before imposing this fine. The penalty will be increased by 10% (ten percent) for each subsequent violation of our terms.

Article 14 - Audit

1. To ensure that the Sales Site remains safe for all users, Dealerdirect may, at its sole discretion, decide to physically check the quality of (some) Lots. As part of such an audit, Dealerdirect may (i) purchase Lots directly or indirectly through the auction or (ii) visit the Offeror's offline location to personally inspect the Lot. Based on such audit, Dealerdirect may take appropriate action at its discretion, including canceling the registration (for example, if the Lot does not meet the quality standards or does not comply with Dealerdirect's policy). The responsibility to deliver Lots that meet the description of the Lot always lies with the Provider. Dealerdirect is not liable for the selection, description, conformity or quality of a Lot, whether or not it has been subject to an audit.

Article 15 - Disputes

1. Dutch law applies to the agreement with Dealerdirect or the disputes that arise with Dealerdirect. The applicability of the Vienna Sales Convention is excluded.

2. Dealerdirect expects the parties (Offer and Bidder or Seller and Buyer) to resolve any disputes among themselves. Dealerdirect will make reasonable efforts to mediate between Offeror and Bidder or Seller and Buyer. In order to comply with our rights and obligations under the general terms and conditions, any complaints and disputes between the Offeror and the Bidder or the Seller and the Buyer must be reported to Dealerdirect as soon as possible after the issue in question has arisen.

3. All disputes arising with Dealerdirect will be submitted to the competent court in the district of Overijssel, Almelo location, unless mandatory law determines that the dispute must be submitted to another court.

Article 16 - New version

1. Dealerdirect can change or supplement these terms and conditions at any time by posting the changed terms and conditions on the Sales Site. If a user continues to use the Sales Site after the general terms and conditions have been amended or supplemented, the user irrevocably accepts the amended or supplemented general terms and conditions.