



## Article 1: Introduction

These general terms and GT&C's ("the GT&C's") are the GT&C's for usage and resulting transactions of the Internet website of Athlon subsidiaries: **Athlon Car Lease Belgium** s.a., Lozenberg 5 1932 Zaventem (Belgium), **Athlon Car Lease France**, 165 avenue du Bois de la Pie 95 956 Roissy CDG Cedex, **Athlon Germany GmbH** Theo-Champion-Str 1 D-40549 Düsseldorf, **Athlon Car Lease Italy** S.r.l. Via Carlo Pesenti 109 – 00156 Roma, **Athlon Car Lease Luxembourg**, 80 rue des Artisans 1141 Luxembourg, **Athlon Car Lease Nederland B.V.** Veluwezoom 4 1327 AG Almere, **Athlon Car Lease Polska** Sp. z o.o. Bielańska Street 12 00-085 Warsaw, **Athlon Car Lease Portugal**, Lda. Quinta da Fonte, Rua dos Malhões Edifício D. Manuel I, Piso 0 2770-071 Paço D'Arcos, **Athlon Car Lease España** Calle de la Selva, 12 08820 El Prat de Llobregat, **Athlon Car Lease Sweden** Agnesfridsvägen 185A 21375 Malmö ("Athlon").

In the event of any lack of clarity in the translated version of the GT&C's produced for the benefit of the aforementioned subsidiaries of Athlon, the English text shall always be deemed to be binding and decisive in the event of any dispute.

A description is given below of the GT&C's applicable to all registered users of the online auction services of all Athlon domains and websites. In order to be able to use these services, all subscribers and/or registered users are obliged to take notice of and declare themselves to be in agreement with the GT&C's. An interested user must read all the terms and GT&C's and the privacy policy (Article 10) and declare himself/herself to be expressly in agreement therewith, online, before he/she can become a registered user of Athlon. Once registered, and before admitted for a subsequent bid, users must sign the general terms and GT&C's and privacy policy acknowledging their acquaintance therewith and acceptance thereof, by means of an online confirmation.

## Article 2: Procedures, approach

Athlon has developed an online web tool ([www.athloncarplaza.com](http://www.athloncarplaza.com)) for the re-marketing of vehicles whereon professional buyers are given the chance to purchase cars. Athlon organizes a number of auctions every week.

## Article 3: Eligibility to availability

Our auction services are exclusively available for and may only be used by professional car traders, represented by their business manager or agents who are authorized to legally commit the trader in question in accordance with the applicable legislation.

Athlon has the right to check the accuracy of the information supplied by a user during registration on the site. If this verification were to reveal that a registered user was not a professional and recognized car trader, Athlon can and will reserve the right to refuse this registered user access to its services. Athlon will notify the user of this decision, and if needed, will give him/her the opportunity to prove the contrary. The mere mentioning of the term 'car trader' in the articles of association of the legal entity in question does not constitute such proof.

Registration is free of charge. Together with filling in the online registration, the requester must send us a copy of the passport of the legal representative(s) and a certificate in evidence (or an official abstract e.g. Trade Register) proving that the requester is a professional car trader. It is only once Athlon has received these documents that the log-in and password for actively taking part in the auctions will be activated. The GT&C's will have to be confirmed by the car trader upon each log-in.

Athlon reserves the right to suspend access to the website in the event of non-compliance with the GT&C's, improper use or suspicion of improper use. All users as well as Athlon are independent and autonomous contracting parties. Acceptance of these GT&C's does not imply or create a representation, a partnership, a joint venture, an employer-employee relationship or a franchiserfranchisee relationship.

## Article 4: Placing bids

All registered users are aware that every time they take part in an auction by placing a bid, their participation constitutes a legally binding proposal for a transaction. By bidding on a vehicle, the user recognizes that he/she is bound by these GT&C's.

Once the auction is closed, the user cannot go back on his/her bid. Once he/she has placed a bid, he/she is legally bound by it, even if he/she should subsequently decide not to proceed with the online confirmation. Athlon reserves the right to block the user as a registered buyer and/or to claim compensations for any costs and damage incurred from this user.

It is Athlon who decides whether the bid from a car trader is accepted. Every bid is valid for one week after closing of the auction. By accepting the GTC, you warrant that: (i) you are at least 18 years of age and possess the legal capacity to participate in Athlon auctions; (ii) you will be financially responsible for your use of the Auction; and (iii) you will be responsible for any usage by minors or any other party of Auction under your name or account. Athlon cannot sell or deliver vehicle to entity having a place of business in countries under the export restrictions governed by the European Union government. **Article 5: Payment, invoicing and services**

### **5.1 Fees**

All prices are indicated in Euro and excluding VAT.

An additional charge is also applied per purchased vehicle. This charge depends on the Athlon country where the vehicle is offered for sale. These amounts will be added on top of the placed bid and clearly described on the final invoice.

Origin sales:	Charge local sale:	Charge export:
Belgium	0 €	0 €
France	95 €	95 €
Germany	130 €	250 €
Italy	0 €	0 €
Luxemburg	0 €	0 €
Netherlands	0 €	250 €
Poland	0 €	0 €
Portugal	0 €	150 €
Spain	95 €	95 €
Sweden	0 €	0 €

Example: For buyers located in Italy, purchasing a vehicle in The Netherlands, €250 will be charged on top of the placed bid. However, buyers located in The Netherlands, bidding on a car in The Netherlands have €0 charge. Buyers from Germany, buying in Germany will be charged €130 etc.

### **5.2 Payment, and delivery**

#### **Transport and costs**

The organization and the cost of the transport for (a) purchased vehicle(s) are at charge of the customer. This transport can only take place after the vehicle(s) has been paid for and after the Athlon country offering it for sale has released the vehicle(s).

#### **Payment**

Athlon will inform the buyer whether one of his bids has been accepted within the offer acceptance deadline of one week mentioned above after closing of the auction. The vehicle will only be handed over to the buyer at the earliest after receipt of full payment of the purchase price, including all applicable fees. Athlon retains title of ownership of the vehicle until completely the Buyer has made payment of the purchase price and all fees.

Payment of the purchase price including the applicable VAT and all fees are due directly after the conclusion of the contract allocation and confirmation of the bid.

Buyer will receive an invoice from each Athlon subsidies where the car was bought. The laws of the country where the car was bought will apply. If payment is not made on time, Athlon sets an appropriate extension period. If payment is not made within this extension period Athlon reserves the right to withdraw from the purchase contract and claim compensation of damages. The user formally accepts a sanction as a result of the major reductions in value resulting from the vehicle not being available for a period of time. If payment is not effected the user will pay the costs and will also be liable for payment of the cancellation costs. Athlon does only accept payment for the vehicle(s) coming from the bidder on that same vehicle(s). Payments by other parties will not be accepted and do not constitute a right to collect the vehicle. Cash payments are not accepted.

### International billing

Buyer has to pay the purchase price inclusive applicable VAT.

a) If Buyer is registered or has its registered office within a member state of the European Union the following apply:

- Buyer assures that he bought the vehicle for his business purposes and that the transaction is subject to VAT regulations in the relevant country;
- Buyer will provide evidence for transferring the vehicle to a member state of the European Union by submitting a Certification of arrival (CMR) to Athlon. The transmission as clearly legible fax or scan is sufficient.
- If Buyer picks up the vehicle he has to show his passport as original and a current excerpt from the Commercial Register.
- If the vehicle is picked up by a third person he has to show the passport of the Buyer as a copy, a current excerpt from the Commercial register of Buyers company, his passport as original, a pick-up authorization as original, proof of evidence of the payment made by Buyer. The third party has to ensure to transfer the vehicle to a member state of the European Union.

If all the requirements mentioned above have been met, especially if the Certificate of arrival has been received by Athlon, Athlon will refund the VAT to Buyer. Athlon pays the refunded VAT solely to the bank account of the Buyer. Payment to third parties will not take place.

b) If Buyer is registered or has its registered office within a country outside the European Union the following apply:

Athlon will register the following:

- Name and address of Buyer;
- Description and quantity of the vehicle;
- Place and date of the transfer.

If Buyer proves evidence of transferring the vehicle to a country outside the European Union by submitting an Export Certificate issued by a customs office of a member state of the European Union, Athlon will refund the VAT by receiving the Export Certificate. Athlon pays the refunded VAT solely to the bank account of the Buyer. Payment to third parties will not take place.

The buyer is obliged to present the necessary documents as stated above in respect of receipt of the vehicle and the vehicle's destination. The vehicle documents will be delivered after Athlon receives the respective necessary documents.

### Collection of the vehicle(s)

The vehicle(s) is/are delivered as-is with all available keys and/or documents as mentioned on the platform. No shipments of any kind are realized after delivery of the vehicle(s).

The buyer must collect the vehicle(s) within the period stated in the table below for each relevant country after receipt of the pick-up authorization document:

Origin sales:	Local Buyer:	Non Local Buyer
Belgium	1 week	1 week
France	1 week	1 week
Germany	1 week	1 week
Italy	1 week	1 week
Luxemburg	1 week	1 week
Netherlands	2 days	1 week
Poland	1 week	1 week

Portugal	1 week	1 week
Spain	1 week	1 week
Sweden	1 week	1 week

Local Buyer means Buyer is registered or has its registered office in the same country as the sold car. The collection authorization document is a minimum required document to pick-up the vehicle(s). In case of not presenting a valid collection authorization document, Athlon preserves the right to refuse the delivery of the vehicle(s) to the buyer or his/her hauler.

Athlon reserves the right to charge €5,00 per day in storage charges once the applicable pick-up period has lapsed.

All logos or stickers must be removed by the buyer. No vehicle may be sold without this operation.

Insurance

All offered vehicles are properly insured by Athlon. Once the above-mentioned period for collection has passed, Athlon will stop the insurance for the sold car, being the full risk at the buyer.

**5.3. Complaints**

The buyer inspects the vehicle and checks all the necessary documents during the delivery of the vehicle. Obvious damages need to be mentioned on the CMR or the delivery documents.

Athlon is not obliged to procure a declaration of origin nor a certificate of origin. If such a document is required for export to be carried out by the buyer then he/she must commission this at his/her own cost.

**5.4 Cancellations**

In the event of cancellation of a bid or sale, Athlon reserves the right to block the account of the user until further notice if Athlon is not responsible for the cancellation.

**Article 6: Warranties & Defects of the vehicle, Liability**

Warranties & Defects of the Vehicle

Athlon does not undertake any guarantee that the vehicle sold is free from defects and accidents. Vehicles are sold in the appropriate condition for its age and driving performance, and Athlon assures that the mileage reading is accurate. All vehicles are sold under exclusion of any kind of guarantee. Any purchase shall be done on an “as is basis” without any representations or warranties from the side of Athlon. Claims for defects of material or title are always excluded. Not excluded are compensation claims for damages to life, limb or health. Buyer assumes all responsibility towards any possible third party claim concerning quality and/or technical state of the acquired vehicle(s) except in case of clear negligence during the sales process of the vehicle by Athlon.

Liability

If Athlon has to assume the responsibility for a damage incurred by the Buyer due to Athlons fault or faults of its bodies, employees and agents - irrespective of the legal basis - a liability of Athlon shall only exist if the damage

- Has been caused due to the culpable violation of an essential contractual obligation in a manner jeopardizing the achievement of the purpose of this Agreement, or
- Was caused due to gross negligence or willful intent.

Any further liability for damages - irrespective of the legal basis - shall be excluded.

If pursuant to the regulations mentioned above Athlon is liable for the violation of an essential contractual obligation without the existence of any gross negligence or willful intent, the liability shall be limited to the extent of damage the occurrence of which the Buyer typically had to expect at the time of the conclusion of the Agreement due to the circumstances known to it at that point in time.

The limitations or respectively exclusions of liability mentioned above shall not apply to culpable injury to life, limb or health, to warranty claims pursuant to the Product Liability Act, in case of a contractually agreed obligation to assume liability irrespective of culpability nor to fraudulent failure to disclose a defect.

In the event of force majeure, i.e. any circumstance arising that is beyond the explicit control of Athlon, Athlon's obligations are suspended. Force majeure is deemed to be inter alia: strikes, delays, lack of delivery by suppliers, transport problems, embargo, boycott, severe weather GT&C's, flood, persistent freezing GT&C's, storm, electricity problems, etc.

Buyer shall further indemnify and hold Athlon harmless from any and all claims of third parties arising from disputes concerning Athlon's services, the purchase and use of the vehicle(s). This shall not apply if Athlon is responsible for these claims.

#### **Article 7: Disputes**

Reasonable requests will be considered to solve the dispute by means of alternative procedures, such as mediation, instead of recourse to legal proceedings.

In the event of a dispute arising from and based on the use of Athlon's services and/ or the purchase contract, the laws of the country from the selling Athlon subsidiary are applicable and the courts of the legal district of the registered office of the selling Athlon subsidiary are the competent courts for all these claims.

#### **Article 8: Money laundering, fraud & manipulation**

Buyer confirms that he acts on his own economic interest and for his own account.

Without any restriction on other measures, Athlon may suspend or terminate a user's account when there is proof or a justified suspicion (further to conviction, amicable settlement, investigation for insurance or surety ship purposes, or in any other way) that this user has been guilty of fraudulent practices in relation to the website in particular or in relation to the legislation and the rules and regulations in general.

Neither bidders nor parties offering vehicles for sale may manipulate the price of an auctioned vehicle, and no user whomsoever may interfere with other users' bids or transactions.

#### **Article 9: Access and disruption**

The information on the Athlon website is updated in real time and is the property of Athlon. All users agree not to use any robot, spider, scraper or any other automated auxiliary tool to gain access to the website, for any purpose whatsoever, without the express written permission of Athlon. All users also agree that they:

- 1. will not commit any act whatsoever that – solely according to the judgment of Athlon – places or could place an unreasonable or disproportionate burden on the Athlon infrastructure;*
- 2. will not copy, reproduce, alter, use for the making of derived works, disseminate or publicize any of the content of the website (other than the user's own data) without the prior express written permission of Athlon and, if need to be, the third party in question;*
- 3. will not disrupt or try to disrupt the correct functioning of the website or any activities carried out on the website;*
- 4. will not circumnavigate the robot exclusion messages and other measures Athlon uses to preclude or restrict access to the website;*
- 5. will not make use of any digital data used by Athlon for its own publishing purpose (pictures, damage reports, etc.).*

All rights relating to copyright, brand names, trademarks, design and the functioning of the Athlon website, as well as all information, know-how and methods, are the exclusive property of Athlon.

Copying, reproduction or imitation is strictly prohibited.

## **Article 10: Privacy policy**

Athlon will not sell or hire out any users' personal data to third parties for marketing purposes. Athlon uses this information solely and exclusively in the manner described in this privacy policy. The privacy guidelines of this declaration apply to the services available under the domain and sub-domains of Athlon (the "website") and are generally applicable to all Athlon websites under a Top Level Domain (TLD).

By registering and/or subscribing, the user acknowledges that he/she is bound by the terms and GT&C's of this privacy policy. The Dutch law on the protection of privacy gives all users the right to consult and correct their personal data. Pursuant to a special request by the user to this end, all his/her data will be removed from the Athlon databases.

As soon as a user registers and supplies us with his/her personal data, he/she is no longer anonymous for Athlon. If he/she wishes to use Athlon's services, Athlon may ask him/her to provide it with contact and identification details, invoicing details and other personal data on the various forms spread over the website. Where possible, Athlon indicates what fields compulsorily have to be filled in and what fields are optional. Users always have the possibility of not supplying certain information if they opt not to use a particular service or function.

Under certain circumstances Athlon may ask for some additional financial data, such as, although not limited to: financial data and other data needed to invoice you for your use of our services.

All registered users of Athlon's services implicitly agree to the receipt of newsletters and updates from Athlon. Every user may at any time opt no longer to form part of the mailing list of Athlon by adjusting his/her settings on-line.

Athlon automatically traces certain information on the basis of the behavior of users on the website(s). Athlon uses this information for internal research into the demographic data of the users and their interests and behavior, in order to gain a better understanding of those users and to be able to provide them with a better service. When a user chooses to bid and buy on the website, Athlon collects data on his/her bidding and buying behavior.