

# Terms and Conditions

Terms and Conditions

Purchasing Sites Dealerdirect

## ARTICLE 1. DEFINITIONS

In these Terms and Conditions the following terms shall have the following meanings, unless explicitly stated otherwise.

These Terms and Conditions were last changed on and are valid from August 5, 2014.

**Dealerdirect:**

Dealerdirect BV (hereinafter: 'Dealerdirect') as recorded in the Trade Register of the Chamber of Commerce East Netherlands under number 08122057, under which these Terms and Conditions are also deposited, being the user of these Terms and Conditions and operator of online purchasing and sales sites as stated in these Terms and Conditions.

**Bidder:**

Authorized vehicle dealer (if active in The Netherlands recognized by the RDW), being a natural person or a legal entity that has submitted a bid.

**Buyer:**

Authorized vehicle dealer (if active in The Netherlands recognized by the RDW), being a natural person or a legal entity that has issued a bid which has been accepted by a seller.

**Provider:**

The consumer or authorized representative of a legal person, who offers a vehicle on the sales site.

**Seller:**

The consumer or authorized representative of a legal entity that has offered a vehicle on the sales site and which has accepted a bid.

**Vehicle:**

A vehicle being a passenger car, commercial vehicle, truck, motorcycle, scooter, caravan, camper, trailer or other vehicle or vessel, which is offered for sale.

**Lot:**

A vehicle that is offered for sale and what is included in the administration of the sales site(s). Dealerdirect will assign a unique lot number to this vehicle at each auction round.

**Purchasing site(s):**

The vehicle purchase sites and purchase apps that are operated by Dealerdirect Netherlands. These concern among others the following websites: [www.dealerdirect.nl](http://www.dealerdirect.nl) and [www.dealerdirect.eu](http://www.dealerdirect.eu). The Dealerdirect app is also included.

**Sales site(s):**

The vehicle sales sites that are operated by Dealerdirect. These concern among others the following website: [www.ikwilvanmijnautoaf.nl](http://www.ikwilvanmijnautoaf.nl) (a complete list can be found at [www.dealerdirect.nl/sites](http://www.dealerdirect.nl/sites)).

**Handling fee:**

The amount charged by the purchasing sites to the buyer. These auction costs are deducted from the bidding before it is fed back to the seller. This amount is increased with the value added tax and after delivery invoiced to the buyer. For seller is selling a vehicle free of charge.

**Purchase costs:**

The monthly amount, or per transaction, plus VAT, the buyer will be charged. Whether an application is approved for the monthly subscription will be determined by Dealerdirect.

**Administration costs:**

Costs which are charged to the buyer if the buyer is to blame that a transaction could not take place.

**Transaction:**

A mutual agreement in which the purchaser commits to take over the seller's vehicle and pay. The seller commits to deliver the vehicle to the buyer for the agreed amount.

**Valuation:**

Estimating or assessing the value of a lot following a bid by a bidder.

**The opposite party:**

The provider/bidder or seller/buyer who purchases a vehicle through the purchasing site(s) of Dealerdirect.

**Cancellation rate:**

The ratio between non successful transactions offered and all transactions that have been offered to a purchaser. This percentage can be determined on the number of transactions as well as on the sum of the agreed handling fees.

## ARTICLE 2. APPLICABILITY

1. These Terms and Conditions apply to all valuations, transactions, mediations, agreements and other obligations which are directly or indirectly related to the service provided by Dealerdirect.
2. The applicability of any other Terms and Conditions of suppliers, vendors, bidders or buyers is explicitly rejected.
3. An opposite party in respect of which these conditions have been applied previously, will be considered to agree or to have agreed to the applicability of these Terms and Conditions to subsequent and previous valuations, transactions, mediations, agreements and other obligations between providers or sellers and bidders or buyers, which directly or indirectly are related to the services provided by Dealerdirect, although not always (again) explicitly agreed.
4. If one or more provisions of these Terms and Conditions at any time will become wholly or partially invalid or void, the remainder of these Terms and Conditions will stay fully applicable. The parties will then consult in order to agree on new provisions to replace the invalid provisions, during which as much as possible the purpose and intent of the original provisions are being observed.
5. Individual derogations, including additions and extensions, are only binding if agreed expressly and in writing by parties and confirmed in writing.
6. If Dealerdirect does not require strict compliance with these conditions, this does not mean that its provisions do not apply, or that Dealerdirect to any degree would lose the right to otherwise demand strict compliance with the provisions of these Terms and Conditions.
7. By signing up as a bidder and/or make bids on the purchasing site(s) and/or visiting purchasing site(s) and/or signing of the Dealerdirect cooperation agreement and/or agreeing with the purchase of a vehicle after mediation by Dealerdirect by phone you agree with these Terms and Conditions.

## ARTICLE 3. SERVICES DEALERDIRECT

1. The services provided by Dealerdirect solely and exclusively monitors the negotiation of a mutually binding agreement on a transaction between a buyer and a seller.
2. Dealerdirect provides an online auction available to bidders and buyers to purchase vehicles and sell them to members of a private network of dealers and is responsible for the maintenance of those platforms.
3. The purchasing site(s) of Dealerdirect offers/offer a platform for bidders and buyers to purchase vehicles.

## ARTICLE 4. ACCOUNT

1. Every user of the purchasing site(s) of Dealerdirect will receive a username and a password. These are strictly personal and may not be transferred to third parties. If the user fears that someone else knows his or her password, this should be made known to Dealerdirect immediately. In such a case Dealerdirect blocks further access to the account to prevent abuse in the name of the user. The user will then receive a new password by Dealerdirect. The user is always liable in the event of abuse of password and/or username.
2. Dealerdirect stores the IP addresses of the sites from where it is logged in. The purchasing site(s) of Dealerdirect should be used only as a private and/or business address, in order to prevent abuse.

3. If the number of cancellations (cancellation rate) is too high, to be determined by Dealerdirect, then Dealerdirect is entitled to block an account.
4. The term of payment of invoices is 14 days. If payment is not made, then Dealerdirect is entitled to block an account until the entire outstanding amount has been paid.
5. If it is agreed that a purchased vehicle is to be picked up by the buyer, there is a period for of three weeks, unless otherwise agreed in writing. If picking up the vehicle has not been executed in time, Dealerdirect is entitled to block an account until the vehicle has been picked up.
6. Dealerdirect reserves the right, without notice and/or explanations, to exclude users from access to its procurement site(s).
7. If one or more of the paragraphs of this article are not complied correctly, Dealerdirect can immediately and without further warning close an account. Where relevant, the penalties referred to in Article 8.4 will apply.

## ARTICLE 5. AUCTION

1. Once a vehicle is registered to one of the sales sites, Dealerdirect assigns a lot number to the vehicle. From that moment on the vehicle will be placed at an online auction for a certain period of time (one auction round of at least 1 minute to a maximum of 168 hours). During this auction, only the vehicle data (excluding personal data) will be visible on a protected part of the procurement site(s) on which solely by Dealerdirect approved and official dealers (the bidder or buyer) can view the lots and submit a bid online.
2. Bidders are not obliged to issue a valuation. Where appropriate, it is possible that a vehicle requires multiple auction rounds to arrive at a valuation or that the auction time is extended. A vehicle can be offered multiple times in the auction.
3. The bidder is not permitted to contact the provider directly following its vehicle being stated on the procurement website(s), for example because the provider also placed contact information on images and/or in the description, because subject vehicle is also offered elsewhere or because bidder has access to a database or other service in which this (contact) information is available. Where relevant, the penalties referred to in Article 8.4 will apply.
4. After the vehicle is registered by the provider, the information concerning the vehicle is checked by Dealerdirect and the vehicle is activated. Watch out! This is a basic check on the basis of public records such as the RDW. There is no physical control of the vehicle. Bidders have the opportunity to place bids on the purchasing site(s) or they may submit their bid by telephone. The telephone bids are also included in the auction. Should the minimum price of the consumer be obtained, the sale may be terminated prematurely. The choice for the ultimate buyer can be determined in two ways.
  - Option 1 is that provider accepts the highest bid on the sale site (after the auction).
  - Option 2 is that Dealerdirect closes a transaction by telephone. The choice of a buyer will depend not only on the highest bid, factors such as cancellation rate, distance between buyer and seller, payment behaviour, score of consumers and purchase frequency can play a role. The final choice of a buyer is determined by Dealerdirect.
5. Bids placed by a bidder are considered to have a validity of at least four weeks, during which the mileage of the issued vehicle may increase by a maximum of 5%. If the bidder wishes to withdraw a bid earlier, then this should be done by e-mail to 'klantenservice AT dealerdirect PUNT nl'. The possibility of withdrawing a bid expires once the provider has accepted the bid and there is a transaction.

## ARTICLE 6. PRICES AND PAYMENTS

1. The sale of a vehicle through the sales site(s) is free of charge for provider or the seller. Once a transaction has been concluded between a buyer and a seller, the vehicle seller may not sell to a third party, seller may not choose not to provide the vehicle and the seller is obliged to deliver the vehicle to the buyer. If the vehicle is nevertheless sold by the seller to a third party, or if the seller chooses not to provide the vehicle, Dealerdirect will charge the seller administration costs being 15% of the agreed purchase price. These costs are in favour of Dealerdirect.
2. The buyer is not allowed to charge a fee to the seller on penalty of fines as mentioned in Article 8.4.
3. Payment must be made without any deduction, discount or settlement in euros within 14 days after the invoice date by payment or transfer of the amount stated on the invoice to the bank account indicated by Dealerdirect. For late payment of

the invoice collection costs (minimum € 40.-) will be charged. In default of payment the claim is handed over to a professional debt collection partner.

4. The administration of Dealerdirect serves, subject to proof, as evidence of payments made and work carried out by Dealerdirect.
5. All bids entered by Dealerdirect to bidder, buyer and seller are, unless stated otherwise, including VAT. This does not include the agreed handling fee, it will be increased by VAT and charged to the buyer.
6. At the request of Dealerdirect buyer must grant Dealerdirect access to its records to be able to determine whether or not certain vehicles may or may not have been delivered. This also includes the enumeration of taken vehicles and purchase invoices provided by the RDW. If the buyer fails to cooperate here, then the penalties referred to in Article 8.4 will apply.

## ARTICLE 7. SUPPLY AND TRANSFER

1. When the bidder, in accordance with the Terms and Conditions, is the highest bidder by its offer on the purchase site(s), or has accepted a purchase otherwise, the transaction is concluded. At that point the bidder becomes the buyer.
2. The buyer is required to contact the provider or seller, by e-mail, text message or by phone within 48 hours after the conclusion of the transaction to arrange for the transfer. Buyer must ensure that he will be easily accessible by telephone during that period.
3. Buyer is obliged to take over the vehicle and pay the purchase price agreed upon through the purchase site to the provider, unless the vehicle does not meet the definition as has been filled in by the provider or seller on the valuation form. If the vehicle is not conform the description, then the buyer has the option to make a substantiated modified proposal or to refrain from purchasing the vehicle. The buyer is not permitted to charge costs to the provider if no intake of the vehicle has taken place.
4. Within 14 days after the conclusion of the agreement the transfer has to be achieved.
5. Provider and buyer have the right to extend the period mentioned in paragraph 4 of this article, if by force majeure, at the expense of the other party's future conditions (including the obligations as mentioned in the next article), or by any change in the agreement or in the conditions, in all reasonableness cannot be expected from the provider or the buyer that the transfer is achieved within the relevant period.
6. The right of withdrawal under the Distance Selling Act does not apply, since this concerns an ascending price auction. Therefore the legal reflection period of 7 days is not applicable.
7. If it is decided by the provider, after the conclusion of the transaction (after confirmation by clicking the "Sell Now" button on the sales site, by phone or confirmation by e-mail), not to let the delivery take place, the administration costs will at all times be charged. Cases of accidental or other unclear explainable reasons for the sale are not excluded in view of the double confirmation that is requested at all times before proceeding to the final sale. This condition is set to prevent abuse of the services provided by Dealerdirect and to guarantee deliveries from offering or selling parties to the buyer.
8. Delivery will take place, unless otherwise agreed, by delivering the vehicle by supplier to the buyer. Delivery takes place at the business address indicated by the buyer within 14 days after the conclusion of the transaction.
9. If it has been agreed that the vehicle will be picked up by the buyer at the provider's place, then the provider is required to enable the buyer to pick up the vehicle within a period of 14 days after the conclusion of the transaction between 9:00 and 17:00 hrs.
10. In the event that the parties cannot reach an agreement on the pick-up time, the time will be determined by the buyer, but within the specified period and for a period of at least 24 hours.
11. Before any payments are made, the buyer is entitled to investigate whether the vehicle corresponds with the description of the provider and to take the vehicle for a test drive together with the provider. Any damage that occurs during the test drive is at the risk of provider, unless is it caused by traffic violations or negligence of the buyer.
12. If the buyer finds that there is a contradiction between the vehicle and the description as it is defined by the provider, then the buyer is entitled to a reasonable reduction in the price or the ability to reverse or dissolve the transaction. The provider or seller is not obligated to accept this reasonable reduction and has the option to cancel the transaction at no charge.

13. Before any payments are made, provider is obligated to prove that the chassis number and registration number plate of the vehicle correspond to the data on the registration certificate or registration card. In addition the buyer has the right to check the registration certificate or registration card and examine whether the data matches the ascription.

14. The purchase price is payable by the buyer to the provider upon delivery and simultaneous transfer of the vehicle, the completion of the ascription and issuing of other documents belonging to the vehicle.

15. Parties are obligated to give each other a receipt.

16. If the buyer purchases the vehicle in a country other than his own country, the buyer is considered to collect the vehicle from the provider. If the buyer purchases a vehicle with a total purchase price (the agreed purchase price plus handling fee excluding VAT) amounting to € 250.- or less, then the buyer must pick up the vehicle at the provider.

17. As Dealerdirect for whether or not sending of invoices for the mediation to the buyer depends amongst others on the information provided by the buyer, it is forbidden to give false or no information on whether the vehicle is delivered or not by the provider/seller to bidder/buyer, to related companies of bidder/buyer or another party that is known by the buyer. Buyer may refer solely to Dealerdirect and not to other parties in case of an unsuccessful transaction. If false information is provided or information on the delivery is withheld, Dealerdirect considers this as fraud and this may be reported to the proper judicial authorities. Where relevant, the penalties referred to in Article 8.4 will apply.

18. Dealerdirect may charge buyer for the administration costs if the transaction did not take place due to the negligence of the intended buyer. These administration costs are determined by Dealerdirect from case to case and can amount to the sum of the loss of the handling fee as well as the purchase costs. The reason may be, but is not limited to, inadequate telephonic availability, late pick up of a purchased vehicle or absent at the scheduled transfer.

19. If a transaction did not take place because of the buyer's gross negligence and the seller should be compensated, as assessed by Dealerdirect, then the costs made by Dealerdirect in connection herewith, as well as the amount of compensation will be charged to the buyer.

20. If no agreement can be reached about the condition of the vehicle or there is another reason that the transaction cannot be completed, this should be reported by the buyer and the seller to Dealerdirect immediately or within 24 hours. Dealerdirect will then try to mediate between buyer and seller. Dealerdirect then retain the possibility to try to find another buyer for the vehicle within the delivery period. The buyer is not authorized to refer the seller to another potential buyer or mediator. Where relevant, the penalties referred to in Article 8.4 will apply.

21. If the buyer and seller at a later stage, but within a period of six months, will still agree on the purchase of the vehicle, it will be deemed to have taken place after mediation by Dealerdirect. In this case it should be reported to Dealerdirect immediately, but no later than within 24 hours. The initial handling fee and purchase costs will apply in this case. If the reporting is not done, then the penalties referred to in Article 8.4 will apply.

22. It is not permitted for the buyer to publish Dealerdirect's working method and/or agreed handling fee or to communicate these with the seller or other parties. Where appropriate, Dealerdirect may unilaterally terminate cooperation with the buyer and Dealerdirect may charge the penalties specified in Article 8.4.

## ARTICLE 8. INTELLECTUAL PROPERTY

1. The Intellectual Property Rights, including but not limited to copyrights, database rights and trademark rights on the sales site(s), purchase site(s), apps and all supplied information, whether on or through the purchasing and selling sites, are held by Dealerdirect.

2. All documents provided by Dealerdirect (such as practices, recommendations, reports, agreements, designs, software, system designs etc.) are exclusively intended to be used by the opposite party and may not be reproduced, published or disclosed to third parties by the opposite party, without the prior consent of Dealerdirect, unless otherwise resulting from the nature of the provided documents.

3. These Terms and Conditions are copyrighted. The copyright and any claim on protection of non-original writings lie with Dealerdirect.

4. Upon violation of one or more prohibitions mentioned in this article the opposite party shall forfeit on behalf of Dealerdirect an immediately payable fine of € 5,000. - and a fine of € 500. - for each day that the violation continues,

without prejudice to the right of Dealerdirect to compensation for the full loss Dealerdirect suffered, plus costs and interest, plus VAT. Notwithstanding the right of Dealerdirect to compensation for the full loss suffered by Dealerdirect, including, but not limited to, handling fee and purchase costs.

## ARTICLE 9. FORCE MAJEURE

1. Dealerdirect provides bidders and/or buyers and providers and/or sellers access to the websites operated by Dealerdirect and use of its services. Although Dealerdirect will strive for unobstructed access to the system, they cannot guarantee unobstructed access.
2. Dealerdirect is not obligated to fulfil any obligation if this is not reasonably possible for Dealerdirect due to outside their control occurred changes of existing conditions when entering into the obligations.
3. A failure to perform an obligation of Dealerdirect is in any case not accountable and Dealerdirect will carry no risk in the event of failure and/or neglect due to fire, power failure, strike or lockout, riot or insurrection, war, state measures and all other circumstances which are of such a nature that Dealerdirect are no longer bound to their commitments. Force majeure is defined as a non-attributable failure of third parties or suppliers, and all situations where Dealerdirect does not actually affect the situation in a decisive way.
4. In case of force majeure, the obligations on the part of Dealerdirect will be suspended until further notice.

## ARTICLE 10. COMPLAINTS

1. Any complaint regarding the mediation or the amount invoiced for the costs of unilateral cancellation of the contract must be made in writing to Dealerdirect within eight days after the agreement has been concluded, but no later than fourteen days after the receipt of the invoice, on pain of forfeiture of the legal claim.

## ARTICLE 11. LIABILITY

1. Dealerdirect accepts no liability except as provided in these terms and conditions.
2. Dealerdirect is, except for cases of intent or gross negligence, not liable for the services it provides, including, but not limited to, the content and/or accuracy of the information provided by Dealerdirect, the bidder or buyer or provider or seller. The content of the mission conducted by Dealerdirect is only of an informative and indicative nature. Dealerdirect shall issue no guarantee with respect to the matter.
3. Dealerdirect is, except for cases of intent or gross negligence, never liable for indirect damage, including interruption of the ordinary activities of the opposite party, which in any way is connected with or caused by an error in the execution of the work by Dealerdirect.
4. Dealerdirect is, except for cases of intent or gross negligence, not liable for any damage caused by, or arising from, incorrect or incomplete information on the part of the opposite party.
5. Dealerdirect always has the right, if and to the extent possible, of recouping the damages of the opposite party, the opposite party shall be required to co-operate wherever possible.
6. The opposite party indemnifies Dealerdirect against all claims of third parties which directly or indirectly, implicitly or immediately are related to a transaction.

## ARTICLE 12. PRIVACY

1. Provider is obligated to provide all information and documents that bidders need in accordance with their judgment for the proper execution of valuation to be carried out on time, in the desired form using the forms on the purchasing site made available to Dealerdirect and bidders.
2. Dealerdirect may continue to consider the (e-mail) address specified by the provider as correct until a new address has been notified to Dealerdirect in writing. If the advice from Dealerdirect does not reach the opposite party because the specified (email) address proves to be incorrect, the agreement remains valid, including the agreed amount.
3. Provider is responsible for the accuracy of the information and documents provided by him, on which Dealerdirect based the implementation of the agreement. Dealerdirect does not accept any liability hereby.

4. The purchasing sites are a part of Dealerdirect. Dealerdirect is legally responsible for the processing of the data. Careful handling of personal data is extremely important to Dealerdirect. Personal data are therefore carefully processed and protected. Dealerdirect fulfils thereby the laws and regulations regarding the protection of personal data, such as the Personal Data Protection Act.
5. Data of the provider will during the valuation and thereafter only be visible to Dealerdirect and will not be disclosed during the valuation request.
6. Data of the bidder will during the valuation and thereafter only be visible to Dealerdirect and will not be disclosed during the valuation request.
7. Only if the provider agrees to the bid and a contract has been concluded, the data of the buyer will be notified to the seller by e-mail. The data of the seller will also be notified to the buyer by e-mail. These parties are not allowed to make such data available to third parties.
8. The opposite party acknowledges that Dealerdirect is entitled to use the data given to Dealerdirect for its own activities.
9. Personal data are recorded in the context of the service. Dealerdirect uses data about providers, bidders, buyers and sellers for the implementation of the agreement. In addition, the data can be processed to inform about (again) offering services from Dealerdirect, other websites of Dealerdirect and for sending offers from carefully selected partners. Dealerdirect attempts to consider the preferences of the person whose personal information is involved. If the person concerned does not wish to receive any information, he/she shall notify this in writing and specify 'blocking' in a message to: Dealerdirect BV, Josink Maatweg 43, 7545 PS in Enschede, The Netherlands.
10. If the provider does not want to get a new valuation he/she may notify this by phone or by an e-mail to Customer Service.
11. All information about the users of the purchasing site(s), which users make available to Dealerdirect, is treated as confidential.
12. Dealerdirect reserves the right to supply information to the public authorities, based on a legal obligation or imposed by a judicial authority.
13. Sometime after the registration of the vehicle on the purchase site the provider will receive an e-mail that should be confirmed to ensure that the vehicle is presented for the valuation. A few moments after that there will be a summary of the data received sent by e-mail to the provider. With the help of this e-mail the provider can verify that all data is properly received by the purchasing site. If there are inaccuracies in this summary or if additions are to be done, the provider may contact the customer service of Dealerdirect by phone.
14. Dealerdirect uses cookies in order to use the information below about a visit to its purchase site(s). Dealerdirect uses this information to determine the identity of the person concerned and to facilitate a next visit to its purchase site(s). Furthermore Dealerdirect uses cookies to examine the effectiveness of its purchase site(s) and other activities on the sites. If the purchase site(s) is/are visited, the following information shall be recorded in a cookie. If this is not desired by the person concerned, the use of cookies can be prevented by adjusting the browser settings. The refusal of (the use of) cookies may affect the usability of the purchase site(s) of Dealerdirect being reduced, or that the purchase site(s) of Dealerdirect will become wholly or partially inaccessible. The following data is stored in a cookie: 1) the IP address; 2) session number and 3) a customer number.
15. All incoming and outgoing phone calls are recorded. We do this in your and our interest. By recording the conversations you need to provide no or much less written information. In addition, one can always determine what agreements have been made by phone.

## ARTICLE 13. DISPUTES

1. The Terms and Conditions and the agreements reached through the purchase site(s) are governed exclusively by Dutch law.
2. Any disputes arising from these Terms and Conditions or from an agreement concluded through the purchasing site(s) or who have a direct or indirect connection with the above, shall be referred to the competent court in the region where Dealerdirect is located at the time of concluding the contract.

3. A complaint from a buyer can be reported (seven days a week from 09:00 to 21:00 on telephone number (00/31)53-7118003) or by sending an e-mail to the Customer Services department by e-mail address: customer service ikwilvanmijnautoaf AT DOT com.

## ARTICLE 14. PRINTING AND TYPOGRAPHICAL ERRORS

1. These Terms and Conditions have been prepared subject to printing and typographical errors and Dealerdirect accepts no responsibility for such errors