The purpose of these General Terms and Conditions is to define the conditions and formalities under which EUROPE CAMIONS INTERACTIVE, SAS with a capital stock of €55,000, registered under number B 408 901 916 on the trade and companies register in Mirecourt (France), whose headquarters are located at Le Moulin Collet – 88500 AMBACOURT – FRANCE, editor of the websites www.europe-construction-equipment.com, www.earth-track.com, www.earth-track-equipment.com, www.europe-construction-equipment.com, www.europe-forklift.com, www.europe-agriculture.com provides to Internet users classified ads listing (hereinafter referred to as "the Service") on its websites:

1. Acceptance of General Terms and Conditions
The Internet user acknowledges having read and accepted the present General Terms and Conditions. The mere fact of using the said Service implies full acceptance of the present General Conditions. The Service is restricted to those legally capable of signing contracts. The presentation of the present conditions and Services offered by EUROPE CAMIONS INTERACTIVE reserves the right to modify the present Terms and Conditions at any moment by publishing the above-mentioned modifications on every website as soon as possible.

As a consequence, it is the User’s responsibility to take notice of any changes to the Terms and Conditions that is permanently available on every website. The User is considered to accept this latest version with each new connection to the Service. However, in case of modification of the General Terms and Conditions, the version of the present General Terms and Conditions in force at the time of the contract signature remains the one applicable to the User. Therefore, the User is invited to consult the last version of the copy of the Terms and Conditions valid at the time of his/her contract signature. Should the User violate the present Terms and Conditions at any moment at the place of residence registered at Le Moulin Collet to refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels all the previous versions.

2. Service Description
The Service enables the User to submit his/her classified ads to the websites managed by EUROPE CAMIONS INTERACTIVE.

3. Classified ad listing and duration of service
3.1. The User can only create classified ads by the Service users. In order to avoid any disputed, EUROPE CAMIONS INTERACTIVE invites the User to check his/her classified ad as soon as it is online.

3.2. The User can submit a classified ad by completing and validating the special online form on one of the websites. Once validated, the ad is visible on the www.europe-construction-equipment.com website for a period of 30 days.

3.3. Because classified ads are processed immediately after their validation, the User should always remember that he/she cannot benefit from the right of withdrawal.

3.4. Duration of service
Subscription: the classified ad remains listed on the website during the entire duration of the subscription, as long as the User does not remove it. At any moment, the User can access his/her interface and delete the classified ad. Unit mode: the classified ad is listed on the website during 30 days. At any moment, the User can access his/her interface and delete the classified ad. If the classified ad is removed before the listing ends.

3.5. Classified ad modification
Whenever the classified ad is online, the User can modify it at any time.

4. Internet user engagement
The User is required to describe with the greatest accuracy and honesty equipment or the vehicle for sale. Should the vehicles be sold during the listing period, the vendors promise to immediately remove their classified ads.

5. Responsibility
The classified ads are edited and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE refuses all responsibility for the accuracy or the pertinence of these classified ads. The classified ad texts are published under the responsibility of the user.

EUROPE CAMIONS INTERACTIVE’s websites are to be considered solely as media for listing classified ads. Therefore, the Internet user shall indemnify EUROPE CAMIONS INTERACTIVE against any damages resulting from such circumstances and shall protect EUROPE CAMIONS INTERACTIVE against any claim and, more specifically, against legal proceedings. It shall be stated that EUROPE CAMIONS INTERACTIVE does not interfere in any transactions between buyers and sellers.

6. Limitation of Liability
EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the Ad Service available to the User. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither the interruption, nor the continuity of service. Such, EUROPE CAMIONS INTERACTIVE cannot be held liable for any potential faults or damages (costs, loss of profits or data, direct or indirect damages) incurred by the User and resulting from the use of the Service or the impossibility to use it.

EUROPE CAMIONS INTERACTIVE shall not be held liable, directly or indirectly, in any transactions subject to the general rules of the French Civil Code (art. 1641 et seq.). Similarly, EUROPE CAMIONS INTERACTIVE shall not be held responsible for any damage due to force majeure, notable the interruption of services, external intrusion, or computer viruses.

7. Rates and Payment
A unit price for a classified ad listing is clearly defined on every website, and any applicable taxes are included. The payment of the classified ad listing price is charged accordingly with the quotation issued by EUROPE CAMIONS INTERACTIVE and signed by the User. EUROPE CAMIONS INTERACTIVE reserves the right to modify the prices at any given moment. In that case, the user will receive an email, and have a month from the date of invoice issue with the new prices to cancel the order. The User is bound by the price mentioned in the invoices is due upon their receipt by the User. EUROPE CAMIONS INTERACTIVE retains the right to refuse payment or before the completion of the service resulting from the general sales terms and conditions.

In case of late payment, a charge equal to 3 times the legal interest rate will be required, and a lump sum allowance of €40 as recovery cost will be applied (Article L.441-6 of the French Civil Code).

You may choose another method of payment for your subscription:
- Payment by credit card: payment for your classified ad is processed directly on the website of our financial service provider through its secured payment protocol: Crédit Mutuel and PayPal. To use this payment method, you must have an active PayPal account. Payment by Paypal: an invoice is drawn up and issued after completion of services.
- Transfer to EUROPE CAMIONS INTERACTIVE’s bank account
- Direct Debit Payment
The credit card number provided by the client and the final validation of the order constitute the proof of the entire sale in accordance with the provisions of the French Law of March 13, 2000, and the current liability for the sums due under the present General Terms and Conditions. This confirmation constitutes your signature and express acceptance of all the operations performed on the website. Nonetheless, in case of unauthorised use of his/her credit card, the client should contact, at his/her earliest convenience, EUROPE CAMIONS INTERACTIVE’s customer service at: +33 3 88 88 88 88. To prevent misuse of its credit card, the user must keep it in a safe place. The user may also use the following tools: firewalls, antivirus, or email software designed to fight spam.

EUROPE CAMIONS INTERACTIVE’s computer systems in conditions of reasonable safety shall be considered as evidence and might result in any damage suffered or resulting from the behaviour of third parties. It is expressly agreed that, in the absence of a manifest error on the part of EUROPE CAMIONS INTERACTIVE, the evidence of damage is not binding. The EUROPE CAMIONS INTERACTIVE information system have probative value as to the orders placed by the user. The data on computer or electronic support constitute valid evidence and as such, are admissible in the same conditions and with the same probative force as any received and stored written document. Those computer or memory supports are considered as reliable and sustainable media in order to provide a trustworthy, exploitable copy in compliance with the article 1348 of the French Civil Code.

8. Credits
The user can buy credits to use as visibility options or to post ads. Each credit has a valid period of 12 months. When purchasing a new credit, the credit is automatically extended for 12 more months. In no way can the user claim reimbursement for any bought or offered credits.

9. Subscription
Once the User subscribes to EUROPE CAMIONS INTERACTIVE’s service, he/she makes a contractual commitment of a month, which is automatically renewed. The User may terminate his/her contract by written document, in a registered letter. The User shall send a letter to EUROPE CAMIONS INTERACTIVE, at the address recommended by the User, along with a copy of the Terms and Conditions valid at the time of his/her subscription, or by email sent to EUROPE CAMIONS INTERACTIVE to the following address: Le Moulin Collet – 88500 Ambacourt, France, or by email addressed to: info@via-mobilis.com.

To find out more about the way your information is collected and processed, please visit the EUROPE CAMIONS INTERACTIVE, see page «Privacy policy».

10. Force majeure
The User’s contract may not be interrupted or suspended due to unforeseeable circumstances or force majeure, due to the other party being affected by economic difficulties, strikes, counterfeited articles, acts of God, acts of public authorities, natural disasters, fire or water damages, interruption of telecommunications or electrical networks.

11. Personal Data
Any personal data provided on the website will not be used for commercial purpose by EUROPE CAMIONS INTERACTIVE. EUROPE CAMIONS INTERACTIVE will not transmit any data to a third party with the exception of the User’s requests or data consents. EUROPE CAMIONS INTERACTIVE reserves the right to send its newsletters to the User, if he/she consents, if any marketing purposes, or if the User has consented to receive it. EUROPE CAMIONS INTERACTIVE will respect the confidentiality of the User’s data and the User’s rights resulting from the said clause. In any case, all unauthorized links must be removed at the simple request of EUROPE CAMIONS INTERACTIVE.

15. Duration
The present conditions apply for the entire duration of the online subscription by the User to the website managed by EUROPE CAMIONS INTERACTIVE.

16. Confidentiality
EUROPE CAMIONS INTERACTIVE puts all the necessary precautionary measures in hand to ensure confidentiality and security of the data transmitted online. For that purpose, the websites use a SSL (Secure Socket Layer) payment protocol.

Any complaint or objections should be submitted in writing to the following address:
Headquarters: EUROPE CAMIONS INTERACTIVE – Le moulin Collet – 88500 Ambacourt, France.

The present contract is subject to French law. In the event of a dispute concerning the interpretation or the performance of their contractual order, the parties will seek, before any legal action, an amicable agreement and will communicate to this effect all the necessary elements of information. If no amicable agreement is reached within a maximum of one month, the Commercial Court of EPINAL shall have sole jurisdiction in settling any lawsuit or dispute relating to the execution of the contract. Should the client be a private person, the competent court in the event of litigation will be determined by the place of residence of the defendant. The current General Terms and Conditions are a part of the order, for the User, and as indicated on the website, for the Seller. No subsequent document and no amendment of the contract, irrespective of the form thereof, shall be effective between the parties without taking the form of an additional clause duly dated and signed by them. If any one of the clauses of the present contract is found to be invalid, the remaining clauses shall maintain their validity. In this case, EUROPE CAMIONS INTERACTIVE reserves the right to amend the present contract by a current legal decision having become definitive, it shall therefore be deemed as null and therefore not to lead to the nullity of the contract, but to have a new effect only. Therefore, any of the parties does not claim the application of any clause of the contract or acquiesces to its breach, either permanently or temporarily, the User must release EUROPE CAMIONS INTERACTIVE and the people of its rights resulting from the said clause.

18. About Europe Camions Interactive
Tel: +33.3.29.29.29.30 – Fax: +33.3.29.37.09.09
Headquarters: EUROPE CAMIONS INTERACTIVE – Le moulin Collet – 88500 Ambacourt – FRANCE

Chamber of Commerce Mirecourt B 408 901 916 – APE Code 6012Z – e-commerce
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