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 6, rue de la Voirie – Le Moulin Collot – 88500 AMBACOURT – FRANCE, editor of the websites www.europe-camions.com, www.europe-interactive.com, www.europe-construction-equipment.com, www.europe-forklift.com, www.europe-agriculture.com provides to Internet users, via his/her classified ads listing (hereby referred to as “the Service”) on its websites:

1. Acceptance of General Terms and Conditions
   The Service provider, via the Internet user subject to his/her full acceptance of the General Terms and Conditions. Consequently, the Internet user acknowledging having read and accepted the present Terms and Conditions. The more precise 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 and acknowledges and agrees to the nature of the Services offered by EUROPE CAMIONS INTERACTIVE reserves the right to modify the present Terms and Conditions at any moment by publishing the aforementioned modifications on every website as soon as possible.

   As a consequence, it is the User’s responsibility to take notice of the modifications 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. The User is responsible for the reading of the latest copy of the Terms and Conditions valid at the time of his/her contract signature. Should the User violate the present Terms and Conditions and fail to respect at all times Le Moulin Collot to refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels all previous editions of the previous versions.

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

3. Classified ad listing and duration of service
   3.1. All classified ads are created 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 classified ad becomes public.
   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.
      3.5. Classified ad modification
         When his/her classified ad is online, the User can modify it at any time.

4. Internet user engagement
   The User must engage in the greatest accuracy and honesty equipment or the vehicle for sale and the vehicle for sale. Should the vehicles be sold during the listing period, the vendors promise to immediately remove their classified ads.
   - It is the Internet user’s responsibility to ensure that any information provided by him/her:
      - is neither false, nor misleading
      - is neither illegal, nor pertaining to the sale of stolen or counterfeited articles
      - does not violate any copyrights, patent rights, trademarks, corporate secrets, other intellectual property rights, rights of disclosure or any other privacy rights
      - does not hurt the public image of the User, the User, the Vehicle (logo
      - is limited to, those concerning export control, consumer rights, unfair competition, discriminatory practices, or misleading advertising.

5. Responsibility
   The listed classified ads are edited and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE has no control over the quality, safety, or legality of the items advertised, the authenticity or accuracy of the submitted classified ads, the capacity of sellers to sell the said items or services, or the capacity of buyers to pay for the said goods or services. Notwithstanding the above, EUROPE CAMIONS INTERACTIVE reserves the right, at any moment, at its own discretion, for any reason, to validate a classified ad that is deemed contrary to its commercial or moral interests (whether by its nature, its content or its presentation) and without any obligation to reimburse the full or eventual price paid. Should EUROPE CAMIONS INTERACTIVE be the subject of legal action or complaints from a third party, the User agrees to hold the Service harmless from any loss, damage, loss of profit, costs or fees.

6. Limitation of Liability
   EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the Service in conformity with Ad Service specifications. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither the duration of the service nor the continuity of service or the availability of the service. 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 damages (direct or indirect damages, notable the interruption of services, external intrusion, or computer virus).

7. Rates and Payment
   A unit price for a classified ad is clearly defined on every website, and any applicable taxes are included. The prices are liable to modification without notice. The new 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 this classified ad. The User is informed that the amount of the invoices is due upon their receipt. Unless otherwise stated between the parties and unless an agreement is reached, the User acknowledges and agrees to the payment before the service result from the general sales terms and conditions. In cases 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 process. Credit Mutuel and PayPal are the payment methods available. Payment by PayPal: an invoice is drawn up and issued after completion of services.
   - Transfer or Direct Debit Payment

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 availability of credits is automatically extended for 12 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 of subscription either before the expiry of the subscription or, by sending a registered letter with an acknowledgment of receipt at: EUROPE CAMIONS INTERACTIVE, SAS with a capital of 55,000 € – International APE code 6202Z, 88500 Collié – France, within 15 days from the date of the invoice. In the event of non-payment of the subscription fee, the User is liable for sole and exclusive, non-transferable and non-transferable use of the service within the limits of the contractual contract. In the event of non-payment, the User agrees to reimburse the full amount of the invoice within 30 days. In any case, the User shall be held liable for the recovery cost will be applied (Article L.441-6 of the French Civil Code).

10. Force majeure
   In the event of non-payment of the service, the User agrees to reimburse the full amount of the invoice within 30 days. In any case, all unauthorized links must be removed at the simplest notice from EUROPE CAMIONS INTERACTIVE.

11. Personal Data
   The information 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 unless the User has informed that this electronic processing of his/her personal data has been declared to the CNIL under the number 1206696, of October 26, 2006. In conformity with the data protection act of January 1978, or any law or regulation, the User has a right to access, oppose, and correct information about him, either directly online, or by mail sent to EUROPE CAMIONS INTERACTIVE to the following address: Le Moulin Collot – 88500 Ambacourt, France, or by email addressed to: info@via-mobilis.com.

12. Intellectual Property
   All of the websites managed by EUROPE CAMIONS INTERACTIVE’s websites elements, whether visual or sonorous, including the underlying technology, are protected by copyright, trademarks and patents. They are the exclusive property of EUROPE CAMIONS INTERACTIVE. Any internet user, who has a personal website and wishes to place simple link to one of the EUROPE CAMIONS INTERACTIVE’s websites, must obtain express authorization from EUROPE CAMIONS INTERACTIVE. In any case, all unauthorized links must be removed at the simplest notice from EUROPE CAMIONS INTERACTIVE.

15. Duration
   The present conditions apply for the entire duration of the online service by the User. If the present Terms and Conditions are amended law of January 6, 1978, the user has a right to access, his/her personal data has been declared to the CNIL under the number B 940806

16. Confidentiality
   EUROPE CAMIONS INTERACTIVE puts all the necessary precautions in place to ensure the 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 Collot – 88500 Ambacourt, France.

The present contract is subject to French law. In the event of a dispute concerning the interpretation or enforcement of any of the present Terms and Conditions, 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 any non-contractual obligation. The User, as a non-private client, the competent court in the event of litigation will be determined by the place of residence of the defendant. The User, as a non-private client, the competent court in the event of litigation will be determined by the place of residence of the defendant. Should the User, as a non-private client, the competent court in the event of litigation will be determined by the place of residence of the defendant. Should the User, as a non-private client, the competent court in the event of litigation will be determined by the place of residence of the defendant. Should the User, as a non-private client, the competent court in the event of litigation will be determined by the place of residence of the defendant.

17. Miscellaneous
   ECI – 88500 Ambacourt, France.

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