EUROPE CAMIONS INTERACTIVE’s General Terms and Conditions of Sale

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 17, rue Léon Collet – 88500 AMBACOURT – FRANCE, editor of the websites www.europe-construction-equipment.com, www.europe-forklift.com, www.europe-agriculture.com provides to Internet users a paid service of classified ads listing (hereby referred to as “the Service”) on its websites.

1. Acceptance of General Terms and Conditions

The Service is restricted to those legally capable of signing contracts under the terms of their majority. The Service is neither false, nor misleading. EUROMED 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 any modification of 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, unless he/she acknowledges having read the newest version of the Terms and Conditions valid at the time of his/her contract signature. Should the User violate the present Terms and Conditions, EUCAMIONS reserves the right at any time to suspend, cancel or refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels any 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 Service is made available to the Service users. In order to avoid any belated disputes, 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 content of the classified ad is irreversibly processed.

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 modify his/her 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. The classification price is charged accordingly as soon as the classified ad is removed.

3.5. Classified ad modification

While his/her classified ad is online, the User can modify it at any time.

4. Internet user engagement

The Service is intended 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.

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 violate any laws or regulations, excluding but not 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 does not interfere in any way in the accuracy or the pertinence of these classified ads.

The classified ad texts are published under the responsibility of the interested parties.

6. 8. Credits

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 arising from any such costs or damages. It shall be stated that EUROPE CAMIONS INTERACTIVE does not interfere in any transactions between buyers and sellers.

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 advertised items or services.

Notwithstanding the above, EUROPE CAMIONS INTERACTIVE reserves the right at any time to refuse to publish any classified ad on the websites managed by EUROPE CAMIONS INTERACTIVE 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) or to modify an approved ad, even when the prior and current Terms and Conditions, then the Internet User shall release EUROPE CAMIONS INTERACTIVE from all responsibility and indemnify it for any loss, damage, loss of profit, costs or fees.

6. Limitation of Liability

EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the Ad Service running with all reasonable diligence. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither the availability 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, be it financial, emotional or otherwise, or any notable the interruption of services, external intrusion, or computer viruses.

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 package, the credit balance 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 at any time by sending a registered letter with acknowledgement of receipt at: EUROPE CAMIONS INTERACTIVE, www.europe-construction-equipment.com, 17 rue Léon Collet – 88500 AMBACOURT – FRANCE. This cancellation application must be sent at least 60 days upon the receipt of the contract termination by EUROPE CAMIONS INTERACTIVE (date as per the postmark).

The Internet user can rent advertising spaces on the ECI websites for a limited time set in the quote for the advertising campaign. The campaign starts on the date the contract is signed. Should the campaign not be cleared within the aforementioned time limit, the User shall be considered as the client of the marketing agency. Unless stated otherwise in the contract, the advertising banners, created by ECI for the client, remain the property of ECI and cannot be used for any other purposes than those of the advertising campaign.

11. Personal Data Protection

As a general rule, 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 without the User’s prior consent. The User is informed that this electronic processing of his/her personal data has been declared to the CNIL under the number 1206689, of October 26, 2006. In conformity with the French laws and regulations, the User is informed that the use of the Information Technology and Telecommunications Act (Law No. 2004-575 of June 6, 2004), especially with regard to the collection, processing, and use of personal data by ECI and any third party, are protected by copyright, trademarks and patents.

These 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 websites, must expressly obtain the express authorization from EUROPE CAMIONS INTERACTIVE. 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 and are accessible on the www.europe-construction-equipment.com website.

16. Confidentiality

EUROPE CAMIONS INTERACTIVE puts all the necessary precautions to ensure the security and confidentiality of the data transmitted online. For that purpose, the websites use a Secure Socket Layer (SSL) 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, validity or performance of these terms and conditions, the parties will seek, before any legal action, an amicable agreement. If any 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 present contract, even if the non-compulsory procedures have been ignored. If the client is a private person, the competent court in the event of litigation will be determined by the place of residence of the disputant. Should there be a dispute between the User and the service, the User, 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 deemed null and void by a current legal decision having become definitive, it shall therefore be deemed as not written but nevertheless shall not lead to the nullity of the contract. Should any of the parties not claim the application of any clause of the contract or acquiesce to its breach, either permanently or temporarily, or fail to object to such breach by notification by that party of its rights resulting from the said clause.

18. About Europe Camions Interactive

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Headquarters: EUROPE CAMIONS INTERACTIVE – Le moulin Collet – 88500 Ambacourt – FRANCE

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