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 Mirebeau (France), with its head offices at 17 Rue du Luitel Collet – 88500 AMBACOURT – FRANCE, editor of the websites www.europe-forklift.com, www.europe-agriculture.com, www.planet-trucks.com, www.earth-construction-equipment.com, www.europe-forlift.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 and it is open to all Internet users. The more 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. 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 any changes in 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. Should the User violate the present Terms and Conditions, the User agrees to return to the User the deposited credit or to refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels out 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 will be charged by the Service users. In order to avoid any disputed 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 classified ad is automatically classified. The User should always remember that he/she cannot access his/her classified ad once the validation is complete. The User will be charged the price corresponding to the quotation issued by EUROPE CAMIONS INTERACTIVE and signed by the User. EUROPE CAMIONS INTERACTIVE may modify at any time, for any reason or for no reason, without having to give the User the opportunity to oppose, to cancel or to refuse the classified ad.

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 remove the classified.

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. Once the 30 days are over, the classified ad will be removed in full, even if the classified ad is removed before the listing ends.

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 agrees to respect the following, with the greatest accuracy and honesty, the vehicle or the service.

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 counterfeit 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 incite violence, including, but not limited to, those concerning export control, consumer rights, unfair competition, discriminatory practices, or misleading

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 purchase the said items or services. Notwithstanding the above, EUROPE CAMIONS INTERACTIVE reserves the right to refuse, remove, or reimburse the full price of the ads submitted 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 that is non-representative of the subject of the present Terms and Conditions, then the Internet User shall release EUROPE CAMIONS INTERACTIVE from all responsibility and non-reimbursable 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 Server. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither the continuity of service, nor the correctness of the classified ad listing and duration of service 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 direct or indirect damage, whether caused by the interruption of services, external intrusion, or computer virus.

8. Credits

A unit price for a classified ad is clearly defined on every website, and any applicable taxes are included. The price of the Service includes the VAT, and the price is fixed and is modified in the event of a variation in the price of raw materials, or by the publisher.

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 Commercial Code).

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, without prior notice, sending a registered letter with acknowledgment of receipt at: EUROPE CAMIONS INTERACTIVE, 17 Rue du Luitel Collet – 88500 AMBACOURT – FRANCE, which should be received at the User’s address within 30 days of the date of the contract termination.

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 shall start on the date set in the quote. Once the User cancels the order, the User shall not be entitled to reclaim the amount paid. If the User does not pay within the time scheduled for the campaign, the campaign is cleared. Unless stated otherwise in the contract, the advertising banners, created by ECI for the client, remain the property of ECI and are not available for any other purposes than those of the advertising campaign.

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, unless it is informed that this electronic processing of his/her personal data has been declared to the CNIL under the number 1200686, of October 26, 2006. In conformity with the personal data law of July 6th, 1978, the internet user has the right of access, rectification, completion, and opposition (Article 38-4 of the French Civil Code). The User can exercise these rights by sending an email or a letter to info@ecamions.com.

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 service provided by EUROPE CAMIONS INTERACTIVE.

16. Confidentiality

EUROPE CAMIONS INTERACTIVE puts all the necessary precautionary measures at its disposal to ensure the confidentiality and security of the data transmitted online. For that purpose, the websites uses 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 of one or more paragraphs of these general 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 resulting from the present Terms and Conditions. Should the User be a private person, the competent court in the event of litigation will be determined by the place of residence of the defendant. The User agrees to indemnify EUROPE CAMIONS INTERACTIVE for any legal cost incurred, 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.).