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 Mirocoeur (France), whose headquarters are located at 54, Rue de la Vigne Collet – 88500 AMBACOURT – FRANCE, editor of the websites www.europe-camions.com, www.europe-agriculture.com, www.europe-construction-equipment.com, www.europe-forlift.com, www.europe-agriculture.com provides to Internet users the service named classified ads listing (hereby referred to as “the Service”) on its websites.

1. Acceptance of General Terms and Conditions The Service is available to the Internet user subject to his/her full acceptance of the General Terms and Conditions. Consequently, the Internet user acknowledges having read and accepted the present General Terms and Conditions. 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. The Service 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. Therefore, the User is encouraged to consult 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, the User, at any time, at its sole discretion, reserves the right to refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition contains modifications to 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. All classified ads are created by 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 ad is listed on the website.

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. The content of the classified ad cannot be modified and 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 engages himself/herself to describe with the greatest accuracy and honesty of 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 incite violence or inciting to violence, but is limited to, those concerning export control, consumer rights, unfair competition, discriminatory practices, or misleading.

5. Responsibility

The listed classified ads are edited and validated under the sole responsibility of their respective authors. 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 such circumstances. 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 buy for the said items or services.

6. Legal responsibility

EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the Ad Service as available and as secure as possible. Nonetheless, the User acknowledges that the Service is provided on an as-is and where-is basis. Furthermore, EUROPE CAMIONS INTERACTIVE does not guarantee nor represent the competence, the reliability, the accuracy, the pertinence of these classified ads.

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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 price for a classified ad listing 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 or modify the classified ad. The payment of the invoices is due upon their receipt. Unless otherwise stated between the parties, and as a result of the non-payment of the invoices, the User shall undertake to reimburse the full price of the service resulting 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 L441-6 of the French Civil Code).

You may choose another method of payment for your subscription.

- By credit card payment: credit card information is processed directly on the website of our financial service provider through its secured payment process: Crédit Mutuel and PayPal Inc.

Payment by PayPal: an invoice is drawn up and issued after completion of services.

- Direct Debit Payment

The credit card number provided by the client and the final validation of the order by the client are subject to the order in accordance with the provisions of the French Law of March 13, 2000, and the current liability for the sums due under such conditions.

This confirmation constitutes your signature and express acceptance of all the operations performed on the website. Nonetheless, in case of unauthorized use of his/her credit card, the client should contact, at his/her earliest convenience, EUROPE CAMIONS INTERACTIVE’s customer service at: +33 3 29 39 37 40.

EUROPE CAMIONS INTERACTIVE’s computer systems in conditions of reasonable safety shall be considered as evidence of adherence to the terms of the present General Terms and Conditions and the provisions of the entire contract between the parties. It is expressly agreed that, in the absence of a manifest error on the part of EUROPE CAMIONS INTERACTIVE or ECA, this evidence is admissible and applicable in any case, in law or in fact, as proof of the facts in hand.

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. The user agrees to respect the confidentiality and security of the information, and in particular, all data transmitted by the user, remain the property of EUROPE CAMIONS INTERACTIVE.

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 pack, the validity period 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 letter with acknowledgment of receipt at: EUROPE CAMIONS INTERACTIVE, 88500 AMBACOURT – FRANCE, which must reach EUROPE CAMIONS INTERACTIVE no later than 60 days prior to the end of the contract. In the event of non-compliance, the contract lasts 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 User acknowledges that the quoted price is fixed and that any invoice is cleared. Unless stated otherwise in the contract, the advertising banners, created by ECI for the client, remain the property of ECI and the User is not authorized to offer them 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 or a third party organization, except in the case of a legal obligation. EUROPE CAMIONS INTERACTIVE reserves the right to give, sell, transfer, or share non-personal, aggregated information on your visits to our websites. EUROPE CAMIONS INTERACTIVE reserves the right to modify the prices at any given moment. If this information is used for the purpose of a personal website and wishes to place simple link to one of the EUROPE CAMIONS INTERACTIVE websites, the website must 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 service, as long as the User is a registered user of EUROPE CAMIONS INTERACTIVE.

16. Confidentiality

EUROPE CAMIONS INTERACTIVE puts all the necessary precautions in place for the protection of 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 Collet – 88500 Ambencourt, France.

The present contract is subject to French law. In the event of a dispute concerning the interpretation or execution of any of the present General Terms and Conditions, the parties agree to submit to the jurisdiction of the Commercial Court of Compiègne, France.

Any question or dispute relating to the present General Terms and Conditions shall be subject to French law, regardless of the User’s nationality or place of residence. Should any of the parties does not claim the application of any clause of the contract or acquiesces to its breach, either permanently or temporarily, that provision shall be null and void.

This confirmation constitutes your signature and express acceptance of all the operations performed on the website. Nonetheless, in case of unauthorized use of his/her credit card, the client should contact, at his/her earliest convenience, EUROPE CAMIONS INTERACTIVE’s customer service at: +33 3 29 37 37 40.

The French language version prevails in the event of contradiction between the versions established in any other language.

18. About Europe Camions Interactive

You can contact them by telephone: +33.3.29.39.29.30 – Fax: +33.3.29.37.09.09

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

Chamber of Commerce Micouret B 408 901 916 – APE Code 6312Z.

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