

- Remarks (e.g. cancellation, leasing / rental clause, which entail regulatory requirements for inspection or other requirements)

- 1st registration date

- Mileage

5.6 If a vehicle purchased from BCA is to be registered in another country, the buyer is required at all times to get bearings about the rules and regulations for this. BCA cannot help with this - nor can additional documents / effects, that were not supplied with the vehicle, be obtained from BCA.

5.7 The vehicle is sold free of liabilities. If encumbrances have not been cancelled before delivery, BCA may issue a declaration that the encumbrance(s) will be cancelled within a reasonable time. If such a declaration is made, the buyer may not make any deficiency claims as a result of the encumbrances. BCA may request external assistance at the vendors expense to expedite this case processing and may similarly invoice the vendor for internal costs that BCA may have in connection with the case processing. BCA has the right to await the settlement of a vehicle belonging to the vendor until all encumbrances have been settled.

6. AUCTION PROCEEDING

6.1 Any buyer must have the same chance to purchase a vehicle than any other buyer, independent from the number of purchases the buyer makes, the country they are based in, or the sales channel he/she has opted for. BCA will not sell in bulk. We will sell the vehicles one by one, allowing each buyer to buy only one vehicle at a time.

6.2 An auction catalogue is prepared for the auction. The auction catalogue is for guidance only and the right is reserved to announce changes during the auction.

6.3 Changes during the auction will be announced by the auctioneer and by a "popup" message. It will always be shared in written form in Danish and in English.

6.4 If, after a hammer stroke, there is any doubt about who is the highest bidder, a new call will be made. This is always decided by the auctioneer.

6.5 Anyone bidding on behalf of someone else thereby obligates themselves as a guarantor.

6.6 If the minimum price is not reached, the vendor/auctioneer may decide that no hammer stroke may be given, whereby the vehicle is withdrawn.

6.7 If the auctioneer considers that the highest bid is outside the market level, the auctioneer may choose not to make a hammer stroke and to withdraw the vehicle.

6.8 If BCA accidentally auctions off an incorrect vehicle, or with incorrectly stated VAT or registration tax status, the buyer can request cancellation of the sale or compensation. The buyer/vendor are obliged to allow the transaction to be reversed, without the buyer thereby being entitled to invoke remedies for non-compliance against the vendor or bring a claim for damages against BCA. Notwithstanding the above, BCA will be liable for damages for the immediate documentable

expenses that the buyer has had on the vehicle in question, e.g. outlay for fuel and transport costs.

6.9 In vehicles descriptions where it is explicitly stated that the vendor has applied for a luxury tax return, BCA undertakes as intermediary, the obligation to the vendor, of exporting the vehicle, and obtaining export documentation, according to the vendor's obligations to corresponding guidelines from SKAT. Accordingly, the vehicle cannot be purchased by a Danish company with Danish VAT number.

6.10 BCA records the Live Online auctions on video and audio, and video and audio are broadcast in real time via the internet to the registered online users. BCA's premises are video monitored. The recordings are kept for 30 days.

7. PURCHASE PRICE AND FEES

7.1 The auction fee plus VAT is added to the amount bid in accordance with the applicable list of fees, which is displayed on www.bca.com. If the vehicle is subject to VAT, the VAT rate applicable at any given time will also be added. Fees are invoiced with the same VAT status as the vehicle's bid amount. BCA doesn't cover any costs related to exchange rate differences between euro and other currencies.

7.2 The buyer receives an email containing an invoice stating the bid amount, fee and transport.

7.3 Payment must be made within 2 working days from the issue of the invoice by transfer from the bank account which is on buyer's name.

7.4 If the bank account is not in a country where the company has its seat, BCA has a right to contact the buyer and ask a payment to be executed from the country where the company has its seat, unless customer provides us with the proof of ownership to the bank account in a country from which he executed a payment.

7.5 BCA is at the earliest obliged to release the vehicle for transport when the payment is visible and irrevocably received by BCA.

7.6 The buyer's account will be temporarily blocked if the full payment is not received by the 7th working day following the issue of the invoice.

7.7 If the payment is still not received by the 10th working day, the sale will be cancelled, and the buyer's account will be blocked permanently. The buyer's account will remain blocked until all open debts (penalty fees and unblocking fee) are paid in full.

7.9 Blocking/Unblocking of an account

7.9.1 In occurrence of blocking or unblocking action(s) towards a buyers account, the reason will be provided to the buyer.

7.9.2 The blocking action implies that the buyer's accesses will automatically be blocked in all the countries where the buyer has a valid BCA account.

7.9.3 The unblocking of the account occurs only with the payment of outstanding penalty fees and/or other invoices plus an additional unblocking fee. The amount of the unblocking fee is 600 EUR. The penalty fee is the buyer fee (minimum 500 EUR) per car. In case of debts in other countries, debts must be repaid, but unblocking fee is paid just once to the country with the highest debt.

7.9.4 The payment of the fee does not automatically imply the unblocking of the account. The reason of the initial blocking action will trigger the decision to unblock and is entirely at the discretion of BCA (typically, failing to adhere to BCA rules of Ethics and VAT compliance will automatically imply a permanent blocking of the account).

8. VEHICLE DELIVERY AND DOCUMENTATION

8.1 All vehicles purchased by BCA are subject to automatic transport arranged by BCA to the buyer's address.

8.2 Country of any alternative delivery address cannot differ from the country the buyer is registered in, and the buyer is required to provide a completed BCA's alternative delivery address form and proof of rent or ownership.

8.3 Any changes of a delivery address must be notified and documented to BCA no later than during and always before the final hammer stroke of the auction in question.

8.4 Any changes of a delivery address must be notified and documented to BCA before purchasing a vehicle to a fixed price (fx. Buy Now).

8.5 Self-collection or collection through a third party is not allowed.

8.5.1 Danish buyers: In cases where vehicles can not drive, do not fall into the standard size category, or BCA has challenges delivering to a specific area, the buyer may expect additional costs, or BCA may have to ask the buyer to arrange their own transport. Transport method and procedures must be prearranged and approved by contacting dk.transport@bca.com.

8.5.2 International buyers: In cases where vehicles are unable to drive, do not fall into the standard size category, or BCA has challenges delivering to a specific area (non-EU countries, islands, ports and transits), the buyer may expect additional costs, or BCA may have to ask the buyer to arrange their own transport. In such cases, the buyer can arrange the transport of the vehicle after payment of bid, fee and an amount equal to the Danish VAT of 25%, which will be added to the purchase price. The vehicles must be picked up by professional 3rd party transport with truck suitable for loading also non-running vehicles (winch). In case that the truck is not suitable for loading, BCA doesn't have any responsibility and will not cover any costs related to unsuccessful collection. Collection of such vehicles (including running vehicles for non-EU buyers) must take place within 15 working days from the invoice date. Valid export documentation must be submitted to BCA within 3 months of the purchase. If the export documentation is approved by BCA, the amount of 25% paid will be refunded. If the documentation is not presented within 3 months after the date of purchase, BCA can not guarantee that the amount of VAT paid can be refunded to the buyer, as the amount must be paid to the national tax authorities within this period. Transport method and procedures must be prearranged and approved by contacting dk.transport@bca.com.

8.5.3 Vehicles that cannot drive ("non-runners"): If a vehicle is described as a "non-runner", BCA has ascertained, that the vehicle cannot drive, and the vehicle must be collected via special transport. This will be ordered automatically, and the buyer will be charged an extra fee for this service. For questions regarding prices for special transports, please contact dk.transport@bca.com.

8.5.4 Regardless of cross-border transport being arranged by the buyer, or by BCA transport, the carrier cannot be a related party of the buyer of the goods. For this purpose, the two parties shall not be regarded as 'independent' where (i) they share the same legal personality; and if they comply with any of the criteria set out in Article 80 of the VAT Directive (have 'family or other close personal ties, management,

ownership, membership, financial or legal ties'. Legal ties may include the relationship between an employer and employee or the employee's family, or any other closely connected persons), as per points (a) and (b)(ii) of Article 45a(1) of the VAT Implementing Regulation. BCA reserves itself the right of not performing the transport whenever the buyer and carrier are related parties or, in a case-by-case basis, request additional elements to support the VAT exemption.

8.5.5 Purchased vehicles can not be transported until valid payment has been received and confirmed by BCA. BCA do not provide compensation for any transport delays - the lead time in the transport calculator is the estimated time for delivery.

8.6 Truck Compositions

8.6.1 Full loads depend on the size, type and number of the vehicles and will be determined by BCA. Vehicles are booked for transport after each concluded auction regardless of single vehicles or full loads. Vehicles purchased in different auctions or different occasions will be booked separately. BCA cannot be held liable for late delivery if the buyer incurs unforeseen costs as a result. All prices can be found on our website: www.bca.com.

9. THE VENDORS RESPONSIBILITY FOR DEFECT AND OMISSIONS

9.1 For a vehicle placed in the category C, the buyer will not be entitled to invoke remedies for non-conformance, including claims for compensation against BCA - see section 4.3.3. The same applies to vehicles classified in categories A and B if the bid price, excluding fees and VAT, is EUR 1.500 or less.

9.2 The buyer retains the right to cancel a purchase if:

9.2.1 If a vehicle is presented in too high a category, provided that the vehicle is returned immediately and without delay, and that the buyer has not had the vehicle registered or re-registered.

9.2.2 If a vehicle's chassis number does not correspond to the vehicle's registration certificates, or if the information provided does not correspond to the vehicle's registration certificates or its actual data, and if this difference is significant for the buyer. The same applies if the vehicle's registration certificates are stamped with remarks, such as deregistration, which entails regulatory requirements and inspections, if this is not disclosed during the auction.

9.2.3 If there is defective title, i.e. there are third-party rights to the purchased vehicle in violation of the buyer's rights (residual debt under a retention of title contract, an owner's mortgage or chattel mortgage in the vehicle, or if the vehicle is stolen).

9.2.4 BCA does not deliver the vehicle documents in time (see section 5.4)

9.2.5 If a vehicle is purchased as a "runner" (a vehicle that can start and drive) and BCA after the sale and before collection to the buyer discovers, that the vehicle is no longer a "runner" (but a "non-runner"), the buyer will be contacted. The buyer can then decide whether cancellation of the sale or repair/delivery of the vehicle is preferred.

9.2.6 In the event that the vehicle was previously declared as a total damage, BCA nor the vendor does not necessarily have knowledge of this. Hence the buyer is obliged to provide documentation regarding this from a third-party insurance company.

9.2.7 If the first registration date stated at the auction is not in accordance with the car's documents and/or the actual information, or if BCA provides incorrect information regarding the description of make, model or fuel/energy type.

9.2.8 If the buyer can prove that the actual mileage of the vehicle differs by more than 2.000 KM from the mileage that was stated at the auction.

9.2.9 If the buyer purchases a vehicle advertised as "NOT FOR EXPORT", cancellation is possible, and the buyer pays the costs for one transport if the vehicle has already been delivered to the buyer.

10. CLAIMS: FAIRNESS AND TRANSPARENCY

10.1 BCA commit to respond to all inquiries within 24 hours from receiving it. Further, we aim to resolve any claim within 5 working days from receiving the claims, and all relevant information related to it.

10.2 Claims will only be processed in the current state of the vehicle - no claim will be accepted if any changes, adjustments, or repairs have been made – neither if the vehicle is resold.

10.3 If a vehicle is registered or resold to a third party, the rights to claim will no longer apply.

10.4 For every claim, the buyer has an own risk excess of 400 € excl. VAT for technical defects and 400 € excl. VAT for body work damage.

10.5 Until the claim has been submitted and the decision reached, the buyer is strongly advised not to proceed with any repair of the vehicle, as BCA will not cover the cost of repair if the sale is to be cancelled. In case the buyer has had the vehicle repaired, BCA may request to see the invoice in case BCA decides to provide a financial compensation.

10.6 BCA does not cover the cost of diagnostics and reserves the right, at the buyer's expense, to request that the buyer obtains a quotation for repairs from a third-party workshop, or to attach tests (e.g. for activated engine lights) if deemed necessary. Offers with estimated costs are also accepted from independent workshops as well as from buyers who also have a certified/authorized workshop.

10.7 Transport related damages

10.7.1 Any claim related to damages that may have occurred during the transport delivery service of BCA must be notified on the CMR document and signed both by the buyer and the driver who delivered the vehicle(s). The buyer must provide picture of odometer and submit a claim within 24 hours since delivery via the online claim form, as well as photo documentation of damages and description of the damage.

10.8 When to submit a claim

10.8.1 Whenever the vehicle is transported by BCA, a claim may be raised by the buyer up to 24 hours (working days) after the delivery of the vehicle, and with a maximum of 50 additional kilometers on the vehicle.

10.8.2 Whenever the vehicle is picked up by the buyer or transport is organised by the buyer, a claim may only be raised by the buyer in a maximum of 24 hours (working days) after the pick-up of the vehicle, and with a maximum of 50 additional kilometers on the vehicle.

10.8.3 The complaint will not be processed if the complaint deadline is exceeded. A complaint of a cosmetic nature must be noted on the carriers copy of the consignment note. A complaint of a mechanical / technical nature must be explained in writing and documented, if necessary, in the form of pictures or video recordings.

10.9 How to submit a claim

10.9.1 Claims are to be submitted in the country, where the vehicle was purchased, and through BCA's online form available on our website in the "Services / After-sales" section.

10.9.2 The claims form is to be completed with all required information as well as a buyer expectation to the solution. Relevant documents /

photos, CMR delivery note with delivery stamp, signature and date of delivery as well as a picture of the speedometer must be attached. The claim will be answered within 24 hours of receipt by BCA.

10.9.3 Only claims submitted through the online claims form available on our websites will be accepted.

10.9.4 Vehicle delivered through BCA: All damages/deficiencies must be recorded on the CMR delivery note during delivery, and both the buyer's and the driver's signatures must be applied.

The buyer arranged the transport of the vehicle: All damages / deficiencies must be recorded on the CMR delivery note during pick-up, and both the driver and the sender (person from BCA or external location) must sign and stamp the CMR.

10.10 What can be considered part of a claim.

10.10.1 Discrepancies in the vehicle description

Discrepancies in the vehicle description provided by BCA (in writing or as photos) are deemed to be acceptable grounds for a claim, for the following described items:

- Make
- Model
- First registration year
- Kilometers reading (with a tolerance of 50 km)
- Gearbox type (automatic/manual)
- Energy type: petrol, diesel, full electric, alternative energies
- Colour of the vehicle (main colour)
- Number of seats (need to clarify when number of seats has been modified)
- Number of doors
- Previous usage of the vehicle: Emergency services, school, taxi, others
- Margin regime of the vehicle: Margin / VAT
- Incorrect tax type

10.10.2 Claims will not be accepted, if the following is met:

- The vehicle is sold for EURO 1.500 or less, exclusive fees and VAT
- The vehicle was sold as total damaged, non-runner or "sold as is"
- The vehicle is older than 10 years and/or has driven more than 180,000 KM* (*Exceptions: Complaints related to the following guaranteed information: Incorrect information about make, model, fuel type, engine size, runner/non-runner status, missing documents, transport damage
- Mileage on the picture from the buyer is 50 KM or more above the mileage advertised at the auction.
- In case that the vehicle is registered/sold to the final customer/3rd party.
- Repairs done – the vehicle must remain in original condition from the auction and can not be repaired or modified.
- The vehicles are not checked on the lift – no claims on hidden parts acceptable.
- No test of 4WD – not claimable.
- All wear parts subject to maintenance and small components
- No claim can be raised on the vehicle registration process if the claim is submitted more than a month after both car and car doc are received.

10.11 When a claim is accepted.

10.11.1 BCA will provide the buyer with a written confirmation of the claim acceptance.

10.11.2 In case that the outcome of the claim is a financial compensation, BCA shall pay this refund within 7 calendar days since the decision was taken and customer informed.

10.11.3 In case of needed repatriation of the vehicle, BCA and the buyer will coordinate and agree on the most efficient repatriation of the vehicle.

10.11.4 If the buyer does not wish to cancel the purchase, the financial compensation is determined on the basis of mutual agreement between the buyer and BCA. The compensation can never exceed the purchase price of the vehicle.

10.12 If a vehicle is returned

10.12.1 The buyer is not entitled to claim compensation for any improvements made to the purchased vehicle, such as maintenance costs incurred or fuel charges/transport.

10.12.2 If a vehicle is returned, vehicle sales price, auction fees and transport to the country of the buyer will be refunded.

10.12.3 The cost of return transport will always be borne by the vendor or by BCA.

10.12.4 Refund of the receivable will be repaid to the buyer when BCA has received the vehicle and the associated registration certificate.

10.13 Warranty / Insurance

10.13.1 Immediately after the transfer of ownership, the buyer will be liable for all risks and obligations pertaining to the vehicle. The buyer is responsible for insuring the vehicle against all possible damage to it.

10.14 Legal Venue

10.14.1 All disputes, disagreements and claims arising directly or indirectly from an auction at or through BCA, must be settled at the Court of Kolding as the first instance and settled according to Danish law. The CISG (The United Nations Convention on Contracts for the International Sale of Goods) shall not apply, and international civil law rules of Danish law will also not apply if these would lead to the application of legislation from a country other than Denmark.

11. DATA MANAGEMENT / INTELLECTUAL PROPERTIES

11.1 We are committed to protecting and respecting your privacy. Everyone has rights with regard to the way in which their personal information is handled. During the course of our activities we will collect, store and process personal information about our customers, suppliers and other third parties, and we recognise that the correct and lawful treatment of this data will maintain confidence in the organisation and will provide for successful business operations.

11.2 The BCA privacy and data protection policy is stated in full on the BCA website <https://www.bca.com/en/dk/f/Privacy-policy1/>