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## INTRODUKSJON

Velkommen til BCA. Dette dokumentet tar sikte på å hjelpe deg i reisen din med BCA ved å fastsette marknadsreglene og prinsippene for et godt samarbeid mellom BCA og kjøperen.

Både BCA og fellesskapet av kjøpere som skaffer seg kjøretøy via BCA, er bedrifter som må kunne utvikle seg raskt i et skiftende miljø. Derfor forbeholder BCA seg retten til å endre disse vilkårene og betingelsene regelmessig, og du vil bli varslet om slike oppdateringer. Eventuelle endringer vil gjenspeile arbeidet for å nå ambisjonen vår, nemlig å være din foretrukne kilde til bruktbiler i Europa ved å gi deg enkel tilgang til utbudet i samtlige europeiske land via en pålitelig, effektiv og transparent markeds plass som støttes av tjenester som er verdifulle for deg.

## 1. BCA BILAUKSJON AS SITT ANSVAR

BCA vil aldri kunne vite alt om kjøretøyene vi selger. Men vi bestreber oss på å finne ut og formidle så mange opplysninger vi kan. Våre tre forpliktelser er:

- a) **Å formidle og dele alt vi vet om et kjøretøy.**
- b) **Å forbedre informasjonsnivået vårt løpende.**
- c) **Å ta ansvar for opplysningene vi formidler dersom de på et senere stadium viser seg å være ukorrekte.**

**1.1** Uavhengig av at BCA fungerer som megler, gir BCA en garanti ved vanhjemmelsansvar. Dette er en tjeneste for kjøperen på auksjonen, som simpel garantist for kjøperens eventuelle erstatningskrav basert på vanhjemmelsansvar. BCA sin garanti kan imidlertid aldri overstige vurderingsprisen på kjøretøyet som er kjøpt på auksjonen, på tilbakeleveringstidspunktet, men kan maksimalt utgjøre den betalte kjøpsprisen på auksjonen inklusiv gebyrer, uansett om kjøperen måtte ha foretatt forbedringer og / eller vedlikeholdelse av det pågjeldende kjøretøyet. Ved vanhjemmel forstås at en tredjepart har et gyldig eiendomsforbehold for en utestående gjeld i kjøretøyet som er solgt på auksjonen, at kjøretøyet er stjålet eller at kjøretøyet er heftet med en rådighetsmangel i form av et gyldig tinglyst eierpantebrev eller løsøre-pantebrev i kjøretøyet.

**1.2** Selgeren er forpliktet til å holde BCA skadesløs for ethvert krav, inklusiv renter og kostnader, fremsatt mot BCA.

**1.3** Selgeren er forpliktet til å innfri og annullere alle former for heftelser, restgjeld og anmerkninger som måtte være tinglyst på kjøretøyet. BCA kan kreve eksternt bistand på selgers regning med henblikk på å fremskynde saks-behandlingen. Selgeren vil også bli fakturert for interne kostnader som BCA måtte ha i forbindelse med saksbehandling. BCA har rett til å tilbakeholde betaling av et kjøretøy til selger inntil det kan dokumenteres at heftelser, restgjeld og anmerkninger er annullert fra tinglysningen.

**1.4** Selgeren og kjøperen er forpliktet til å underrette BCA dersom det skjer endringer i momsregistreringsforhold osv. Hvis selgeren/kjøperen mottar et oppgjør/fakturadokument som ikke er i overens-stemmelse med de faktiske opplysningene, er Selgeren og kjøperen forpliktet til å underrette BCA om dette slik at BCA kan rette feilen.

## 2. AUKSJONSTYPER OG DEFINISJONER

Kjøretøyauksjoner faller typisk inn i én av tre kategorier: Netthandel, direkte kjøp eller fysiske auksjoner.

**2.1** I disse vilkårene og betingelsene gjelder følgende definisjoner:

**2.1.1 Auksjon:** Kjøretøy tilbys av BCA på auksjon, der auksjonene enten kan holdes på nettet via de forskjellige auksjonsplattformene som benyttes av BCA, eller i unntakstilfeller via fysiske auksjoner i BCAs lokaliteter eller på utvalgte tredjepartsområder.

**2.1.2 Bud:** Det tilbudte beløpet i lokal valuta eller i euro, som mottas av BCA for et kjøretøy og som BCA har avstemt med budgiveren. Et bud er gjeldene i 24 timer etter at det er gitt

**2.1.3 Registrert bruker:** Bruker som har gjennomført registreringsprosessen og gitt brukeropplysningene sine for å få tilgang til BCAs auksjoner.

**2.1.4 Kjøper:** Tredjepartskjøperer av kjøretøy fra BCAs auksjoner.

**2.1.5 Gebyrer:** Standardgebyrer for BCAs standardtjenester.

**2.1.6 Auksjonspris:** Det høyeste budet som avgis på auksjonen av en kjøper, og som lukker auksjonen.

**2.1.7 Kjøpspris:** Det aksepterte budet (auksjonsprisen), gebyrer, registreringsavgift, moms og ev. avtalte transportkostnader.

**2.1.8 Kjøretøy:** Ethvert produkt som presenteres og utstilles av BCA på dennes auksjonssider eller annen salgsdokumentasjon, eller ethvert produkt som selges av BCA, bestående av personbiler, nyttekjøretøy og annen flyttbar eiendom og komponenter.

**2.1.9 Selger:** Den opprinnelige eieren av kjøretøyet som tilbys til salg.

**2.2** Nettauksjoner er standardmetoden for å kjøpe et kjøretøy hos BCA, med alle de samme opplysningene tilgjengelig som ved en fysisk auksjon, men langt mer praktisk å delta i. Bilforhandlere må registrere seg på forhånd som bruker av BCAs nettsider, portaler eller andre auksjonsplattformer. Registreringen skal utføres på tro og love og må kun utføres av godkjente personer. Se avsnitt 3 for ytterligere opplysninger.

**2.3** Direkte kjøp er der det ikke kan bys på et kjøretøy, men i stedet er det angitt en fast pris og en garantert mulighet for å kjøpe kjøretøyet til den annonserte prisen. Dette kan enten foregå via BCA EuroShop eller Buy Now.

## 3. REGISTRERING HOS BCA

**3.1** Kun bedrifter med følgende bransjekode kan søke om online registrering hos BCA: 45.1, 45.2, 45.3, 45.4, 49.3, 49.4, 77.1 og 77.3. Fagpersonen som ønsker å delta i auksjoner organisert av BCA må først registrere seg ved å fylle ut og sende inn registreringsskjemaet på nett. Fullmakter kan også delta i BCA-auksjoner, i navnet til og på vegne av den registrerte brukeren (ved å opprette forskjellige profiler på kontoen til den registrerte brukeren på BCA-nettstedet). Søkeren vil bli kontaktet av BCA innen 1 virkedag etter innsending av sin registrering for å validere og kontrollere samsvar med gjeldende lovgivning og de interne retningslinjene for merverdiavgift, juridisk og risikostyring.

**3.2** BCA tilbyr nye registrerte brukere en opplæring om generell bruk av plattformen og avviklingen av auksjonene. En direkte eller innspilt demonstrasjon vil bli gitt som en del av opplæringen. Den registrerte brukeren vil først kunne få tilgang til auksjonene når opplæringsprogrammet er gjennomført.





**4.6.3 Ladekabler:** Det er ingen garanti for at ladekabler er inkludert for elektriske eller hybridbiler. Er et bilde tatt av en ladekabel, vil den være inkludert. Hvis det ikke er tatt et bilde av en ladekabel, vil dette ikke være inkludert.

**4.6.4 Navigasjon:** Hvis kjøretøyet selges med navigasjon, vil ikke SD -kortet nødvendigvis være inkludert. Som en generell regel: Hvis et SD -kort er inkludert, vil det være et bilde av en aktiv navigasjon. Hvis det ikke er inkludert noe SD -kort, vil navigasjonen ikke være aktiv. Det kan ikke være reklames på SD -kort, akkurat som ingen typer navigasjon kan annonseres (f.eks. Apple CarPlay etc.).

#### 4.7 Annet tilbehør

**4.7.1 Service- / garanti, reservedelsnøkkel og COC-dokument.** Hvis serviceheftet / nøklene er synlige på bildene, vil kjøperen kunne finne disse i kjøretøyet. Verken BCA eller leverandøren har noe ansvar for informasjonen (tjenester, vedlikehold, KM etc.) som er oppgitt/ikke angitt i serviceboken, og krav kan ikke fremsettes i denne forbindelse.

**4.7.2 Ettersendes det en ekstranøkkel og/eller servicehefte til kjøretøyet** – eller dette ikke er synlig på salgsbildene – er det ikke garanti for, at ekstranøkkel og/eller servicehefte tilhører kjøretøyet, da dette ikke sjekkes, og derfor ikke kan reklameres for.

**4.7.3 I tilfelle BCA informerer i auksjonen om at bilen har COC-sertifikat tilgjengelig, og kunden ikke mottar det - gir BCA kompensasjon ved mottak av COC-betalt faktura.** Kunden må sende inn et krav innen 24 timer etter å ha mottatt bildokumentene.

#### 4.8 Tidligere skader/ikke opplyste skader

**4.8.1 Kjøper godtar at det kan være utført lakkarbeid på noen eller flere paneler – men dette er da gjort etter fabrikkens standarder.** Kjøretøyene er verken kontrollert av BCA eller selger for noen tidligere skader/ulykker/kollisjoner som er reparert. Ofte har selgeren ingen informasjon om dette. Hvem sin kjøper merker at bilen tidligere har vært utsatt for skade/ulykke/kollisjon, anses dette ikke som en bevisst handling fra BCA eller selger. Kjøper er enig i at det er ukjent på tidspunktet for kjøretøyene som tilbys om kjøretøyene har blitt utsatt for skade/ulykke/kollisjon. For kjøretøyer med en alder under 36 måneder, regnet fra 1. registreringsdato til auksjonsdagen, og som har kjørt mindre enn 80 000 km, godtar kjøperen ukjente og /eller reparerte skader/ ulykker/ kollisjoner på opp til NOK 20.000 eller 10% av bilens hammerpris. For kjøretøyer med en alder over 36 måneder, regnet fra 1. registreringsdato til auksjonsdagen, og som har kjørt over 80 000 km, aksepterer kjøper at det ikke er mulig å klage på tidligere reparert og / eller ikke rapportert skade uavhengig av reparasjonspris.

## 5. AUKSJONSGJENSTANDEN

**5.1 Hverken selger eller BCA er ansvarlig for utført vedlikehold, hverken fra autoriserte eller uavhengige verksteder.** Selgeren eller BCA er heller ikke ansvarlig for ikke utført vedlikehold. Ytterligere informasjon om vedlikehold/service kan ikke innhentes senere dersom denne ikke er mottatt fra selgeren før auksjonen.

**5.2 Unntatt klassifiseringene – se punkt 4.3 – kjøretøyene blir alltid solgt i tilstanden de er, slik du som handler kan se, uten noen form for garanti.**

**5.3 Kjøretøyets registreringsbevis følger alltid med, med mindre annet er oppgitt - selv om det ikke er tilstede hos BCA på auksjonstidspunktet, vil BCA skaffe det. I slike tilfeller er dette alltid opplyst på det aktuelle kjøretøyet.** Det nevnte gjelder imidlertid ikke for kjøretøysforsikringer, siden disse aldri er inkludert. Det bør påregnes noe lengre saksbehandlingstid ved salg fra namsmenn, advokater og finansforetak, og det vil normalt ta 2-3 måneder og noen ganger lenger, før eventuell heftelser fjernes.

**5.4 Kjøretøydokumenter er alltid sent med kurrer.**

- Ved kjøp lokalt: Hvis dokumentene ikke sendes til kjøper innen 30 virkedager kan kjøpet heves på selger/BCA sin regning.

- Ved kjøp over landegrense: Hvis dokumentene ikke sendes til kjøper innen 15 virkedager etter mottak av signert og stemplet CRM, kan kjøpet heves på selger/BCA sin regning.

- I tilfelle registreringsbeviset går tapt under forsendelse mellom BCA og kjøperen, og kureren bekrefter tapet, har kjøperen ikke noe ansvar. Kjøperen kan velge om han vil vente på et nytt registreringsbevis, få et (hvis mulig), eller om salget skal heves. I dette tilfellet vil BCA ikke belaste noe avbestillingsgebyr. BCA og kjøperen skal avtale den mest effektive leveransen tilbake til BCA, fortrinnsvis ved BCA-transport - kostnadene dekkes av BCA. Kjøper skal ikke erstattes for eventuelle forbedringer eller utgifter som påløper, for eksempel vedlikehold, oppussing eller drivstoffkostnader. BCA gir ingen kompensasjon for forsinkelse av levering av bildokumenter.

**5.5 Kjøperen har ansvaret for, etter levering/mottakelse av kjøretøyet og de tilhørende registreringssertifikatene, å kontrollere at følgende er i overensstemmelse med informasjonen i katalogen/nettkatalogen:**

- Kjøretøyets chassisnummer

- Faktura

- Moms og avgiftsstatus

- Anmerkninger (for eksempel avmelding, leasing-/leieklausul som medfører myndighetskrav om inspeksjon eller andre krav)

- Første registreringsdato

- Kilometerstand

**5.6 Hvis et kjøretøy kjøpt fra BCA skal registreres i et annet land, påhviler det til enhver tid kjøperen å orientere seg om de gjeldende reglene og forskriftene for dette.** BCA kan ikke hjelpe med dette, og det kan heller ikke innhentes ytterligere dokumenter/effekter som ikke ble levert sammen med kjøretøyet, fra BCA.

**5.7 Kjøretøyet selges uten gjeld.** Hvis heftelser ikke har blitt annullert før levering, kan BCA utstede en erklæring om at heftelsen(e) vil bli annullert innenfor rimelig tid. Hvis en slik erklæring utstedes, kan ikke kjøperen reklamere på mangler som følge av heftelsene. BCA kan anmode om ekstern assistanse for selgers regning til å fremskynde saksbehandlingen og kan likedan fakturere selgeren for interne kostnader som BCA måtte ha i forbindelse med saksbehandlingen. BCA har rett til å avvente oppgjøret for et kjøretøy som tilhører selgeren inntil alle heftelser har blitt oppgjort.

## 6. AUKSJONEN

**6.1** Enhver kjøper må ha samme sjanse til å kjøpe en bil som enhver annen kjøper, uavhengig av antallet kjøp som kjøperen foretar, landet vedkommende befinner seg i eller salgskanale som vedkommende har valgt. BCA selger ikke i partier. Vi selger kjøretøyene ett og ett og lar hver kjøper kjøpe kun ett kjøretøy om gangen.

**6.2** En auksjonskatalog utarbeides for auksjonen. Auksjonskatalogen er kun veiledende, og man forbeholder seg rettn til å kunngjøre endringer under auksjonen.

**6.3** Enhver som byr på vegne av noen andre, forplikter seg derved som garantist.

**6.4** Hvis minsteprisen ikke oppnås, kan selgeren/auksjonarius beslutte at det ikke gis hammerslag, hvorefter kjøretøyet trekkes tilbake.

**6.5** En budgiver med det høyeste budet i nettauksjoner er bundet av budet sitt i 24 timer etter hammerslaget og etter at auksjonen har utløpt, uansett om minsteprisen har blitt oppnådd.

**6.6** Hvis BCA ved et uhell auksjonerer bort et feil kjøretøy, eller med feil oppgitt moms eller registreringsavgiftsstatus, kan kjøperen be om kansellering av salget eller kompensasjon. Kjøper/selger plikter å la transaksjonen omgjøres, uten at kjøper derved kan påberope seg misligholdelsesbeføyelser mot selger eller fremme erstatningskrav mot BCA. Uavhengig av det ovennevnte vil BCA være ansvarlig for erstatning for de umiddelbare dokumenterbare utgiftene som kjøperen har hatt på det aktuelle kjøretøyet, f.eks. utlegg for drivstoff og transportkostnader.

### 6.7 Annulleringsanmodninger

BCA kan kansellere ett kjøretøy per år per kjøper, uten kontoblokking. Hvis kjøperen ønsker å hevde denne retten, må den forespørres via det elektroniske kravskjemaet innen 24 timer etter salget. BCA vil belaste et avbestillingsgebyr på 500 EUR. Den andre forespørselen om å kansellere salget av et kjøretøy i løpet av et gitt kalenderår vil automatisk bli avvist og kjøperens konto sperret.

## 7. KJØPSPRIS OG GEBYRER

**7.1** Auksjonsavgiften pluss moms legges til budsummen i overensstemmelse med den gjeldende gebyrlisten, som kan ses på [www.bca.com](http://www.bca.com). Hvis kjøretøyet er momspiktig, vil den til enhver tid gjeldende momssatsen også bli lagt til. Gebyrer faktureres med samme momsstatus som kjøretøyets budsum. BCA dekker ikke eventuelle kostnader knyttet til valutakursforskjeller mellom euro og andre valutaer.

**7.2** Kjøperen mottar en e-post som inneholder en faktura med angivelse av budsum, gebyr og eventuelle avgifter og/eller transport.

**7.3** Betalingen må skje innen 2 virkedager etter faktura er mottatt.

**7.4** Hvis kjøper ikke har en bankkonto i landet kjøpet blir utført, kan BCA kreve betaling via en bank i landet kjøpet er utført. Med mindre kunden gir oss bevis på at han har en bankkonto i landet betalingen kommer fra

**7.5** BCA kommer ikke til å bestille transport eller frigi kjøretøyet før pengene er synlig på vår konto.

**7.5.1** Eiendomsrettens overgang er betinget av (i) at kjøpesummen i sin helhet er betalt og (ii) at bilen fysisk er overlevert til kunden/kjøper.

**7.6** Kjøpers konto vil midertidig bli blokkert hvis pengene ikke er betalt før det har gått 7 virkedager.

**7.7** Hvis pengene ikke har kommet på konto innen 10 dager vil kjøpet bli kanselert og brukeren vil bli sperret permanent fram til all gjeld er betalt( kansellering og et gebyr for å åpne kontoen.

**7.8** Hvis kjøper har ubetalte fakturaer på over 300 EURO over 20 virkedager vil brukeren bli blokkert.

**7.9** Blokkering/gjenåpning av konto

**7.9.1** Hvis en kjøpers konto blokkeres eller gjenåpnes, vil kjøperen bli informert om årsaken til dette.

**7.9.2** Blokkering innebærer at kjøperens adgang automatisk blir blokkert i samtlige land der kjøperen har en gyldig BCA-konto.

**7.9.3** Gjenåpning av kontoen kan kun skje mot betaling av utestående annulleringsgebyrer og/eller skyldige fakturabeløp plus et ytterligere gebyr for gjenåpning av kontoen. Gjenåpningsgebyret er på 600 euro. Beløpet pålegges pr. forekomst – ikke pr. kjøretøy. Ved gjeld i andre land skal dette betales tilbake av kjøper, men gjenåpningsgebyret betales kun én gang til landet med høyest fordring.

**7.9.4** Betaling av gebyret utløser ikke automatisk gjenåpning av kontoen. Som hovedregel oppkrever BCA 600 EURO for gjenåpning. Det er imidlertid årsaken til den opprinnelige blokkeringen som ligger til grunn for avgjørelsen om gjenåpning, og dette skjer utelukkende etter BCAs skjønn. (Typisk vil manglende overholdelse av BCAs etiske regelsett og momsforpliktelser automatisk medføre permanent blokkering av kontoen).

**7.10** Kunder som kjøper biler som opprinnelig har fått Enova-støtte og skal eksportere kjøretøyet vil bli viderefakturert summen som kreves fra Enova. Dette gjelder stort sett elektriske varebiler som har vært registret mindre en 3 år

## 8. LEVERING AF KJØRETØY OG DOKUMENTASJON

**8.1** Alle kjøretøy kjøpt og betalt hos BCA er underlagt automatisk transport og bli transportert fra BCA til kundens adresse.

**8.2** Alternativ leveringsadresse kan ikke avvike fra landet kjøperen er registrert i, og kjøperen er pålagt å oppgi et utfylt BCAs alternative leveringsadresseskjema og bevis på leie eller eierskap til adressen

**8.3** Eventuelle endringer av leveringsadresse skal alltid varsles og dokumenteres til BCA før siste hammerslag på den aktuelle auksjonen.

**8.4** BCA må være informert om endring av leveringsadresse før man utfører et kjøp, dette gjelder også "Buy Now".

**8.5** Egeninnhenting eller innhenting gjennom tredjepart er ikke tillatt.

**8.5.1 Norske kjøpere:** I tilfelle kjøretøyet ikke er kjørbart og ikke faller inn under standardstørrelse kategorien, eller at BCA har vanskeligheter med å levere til din adresse, må kjøper forvente en høyere leverings kostnad, eller BCA kan bli tvunget til å be kjøper om å ordne transport selv. Kjøper kan i så fall ordne med transport av kjøretøyet etter betalt faktura Transportmåte og alle prosedyrer for dette må avtales på forhånd og godkjennes ved henvendelse til [no.transport@bca.com](mailto:no.transport@bca.com).

**8.5.2 Utenlandske kjøpere:** I tilfelle kjøretøyet ikke er kjørbart og ikke faller inn under standardstørrelse kategorien, eller at BCA har vanskeligheter med å levere til din adresse (ikke EU land, øyer, havner eller transit) må kjøper forvente en høyere leverings kostnad, eller BCA kan bli tvunget til å be kjøper om å ordne med egen transport. Kjøper kan i så fall ordne med transport av kjøretøyet etter innbetaling av bud, gebyrer og et beløp tilsvarende norsk mva på 25 %, som kommer i tillegg til kjøpesummen. Kjøretøyene må hentes av profesjonell 3.parts transport med lastebil egnet for lasting også ikke-kjørende kjøretøy (vinsj). I tilfelle lastebilen ikke er egnet for lasting, har BCA ikke noe ansvar og vil ikke dekke eventuelle kostnader knyttet til mislykket innsamling. Henting av slike kjøretøy (inkludert kjørende kjøretøy for ikke-EU-kjøpere) må finne sted innen 15 virkedager fra fakturadatoen. Gyldig eksportdokumentasjon må sendes til BCA innen 3 måneder etter kjøpet. Dersom eksportdokumentasjonen er godkjent av BCA, vil det innbetalte beløpet bli refundert med 25 %.









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## INTRODUCTION

Welcome to BCA! This document aims to help you in your journey with BCA, by setting the rules of the marketplace and the principles of a good working relationship between BCA and the buyer.

Both BCA and the community of trade buyers sourcing their vehicles through BCA are companies which must evolve quickly in a changing environment. Therefore, BCA reserves the right to amend these terms and conditions periodically and you will be notified of the update. Any amendments will reflect progress towards our ambition, which will remain the same: being your preferred source of used vehicles in Europe, by providing you easy access to the supply in any European country, through a trusted, efficient, and transparent marketplace supported by services which are valuable for you.

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## 1. LIABILITY OF BCA BILAUKSJON AS

BCA will never be able to know everything about the vehicles we sell, though we endeavor to discover and communicate all we can. Our three commitments are:

- a) to communicate and share all we know about a vehicle,
- b) to keep improving the level of what we know,
- c) to take responsibility for the information we have shared, should it prove wrong at a later stage

**1.1** Regardless of the fact that BCA is the broker, BCA provides a guarantee in the event of a defective title liability. This is a service for the buyer at the auction, as a simple guarantor for the buyer's possible claim for compensation based on a defective title liability. However, BCA's guarantee can never exceed the valuation price of the vehicle purchased at the auction at the time of repossession, but always a maximum of the purchase price paid at the auction, including fees, regardless of whether the buyer may have performed improvements and/or maintenance on the vehicle in question. Defective title means that a third-party has a valid retention of title for an outstanding debt in the vehicle sold at the auction, that the vehicle is stolen, or that the vehicle is encumbered by a lack of availability in the form of a valid registered mortgage deed or chattel mortgage on the vehicle.

**1.2** The vendor is obliged to indemnify BCA for any claim, including interest and costs, made against BCA.

**1.3** The vendor is obliged to redeem and cancel all forms of liability, residual debt and notes that may be registered on the vehicle. BCA may require external assistance at the expense of the vendor in order to speed up this case handling. The vendor will also be invoiced for internal costs that BCA may have in connection with the processing of the matter. BCA has the right to withhold settlement of a vehicle to the vendor until it is documented that liabilities, residual debt and notes have been cancelled from the registration of title.

**1.4** The vendor and buyer are obliged to notify BCA if changes occur in the clients VAT registration circumstances, etc. If the client receives a settlement/invoice document that is not in accordance with the facts, the client is obliged to notify BCA of this so that BCA can correct the error.

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## 2. AUCTION TYPES AND DEFINITIONS

The auctions by BCA typically fall into one of three categories: Online, Direct Purchase or Physical events.

**2.1** In these terms and conditions, the following definitions will apply:

**2.1.1 Auction:** The offering of vehicles by BCA for auction, whereby auctions will be held online via the various auction platforms used by BCA and in exceptional cases via physical auctions at BCA premises or nominated third party sites.

**2.1.2 Bid:** The offer amount in local currency or Euros which has been received by BCA for a vehicle and which BCA has confirmed with the bidder. A bid is unconditional and irrevocable for a period of 24 hours after the end of the bidding period

**2.1.3 Registered user:** user having had a registration process completed and provided with credentials to access the BCA auctions.

**2.1.4 Buyer:** Third party purchasers of vehicles from BCA auctions.

**2.1.5 Fees:** The standard fees for BCA's regular services.

**2.1.6 Auction price:** The highest bid offered on the auction made by a buyer, against which the auction is closed.

**2.1.7 Purchase price:** The awarded bid (the auction price), fees, vehicle registration tax, VAT and any agreed transport costs.

**2.1.8 Vehicle:** Any item presented and displayed by BCA on its auction websites or other sales documentation, or any item sold by BCA, consisting of passenger vehicles, commercial vehicles and other moveable property and components.

**2.1.9 Vendor:** The original owner of the vehicle being offered for sale.

**2.2** Online auctions are the default method for buying a vehicle at BCA, with all the same information available as a physical auction but are far more convenient to attend. Automotive professionals must register in advance as a user of BCA's websites, portals or other auction platforms. Registration must be carried out truthfully and only by authorised persons. See section 3 for further details.

**2.3** Direct Purchase is where there is no bidding for a vehicle, but instead a fixed price and a guaranteed option to purchase at the advertised price. This can take the form of the BCA EuroShop or Buy Now.

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## 3. BUYER REGISTRATION

**3.1** Only professionals with company activity codes 45.1, 45.2, 45.3, 45.4, 49.3, 49.4, 77.1 and 77.3 can apply for online registration at BCA. The professional wishing to take part in auctions organised by BCA must first register by completing and submitting the online registration form. Proxies may also participate in BCA auctions, in the name of and on behalf of the registered user (by creating different profiles within the account of the registered user on the BCA website). The applicant will be contacted by BCA within 1 working day after submission of his registration to validate and check compliance with the legislation in force and the internal guidelines on VAT, legal and risk management.

**3.2** BCA will provide any new registered user with a mandatory training on the general use of the platform and functioning of the auctions. A live or recorded demonstration will be provided as part of the training. Only once the training has been provided will the access to the auctions be provided to the registered user.

**3.3** The website registration and viewing of the vehicle pages and their offers is free of charge and accessible to everyone. The registration allows the newly registered users to also use the auction service provided by the website. The registration is deemed to be complete when the procedure is performed correctly, and a username and password are assigned.

**3.4** BCA reserves the right, when deemed necessary, to ask for any further information prior to validating a registration or after the registration. Failing to provide any document requested, the account of the automotive professional may be suspended, pending presentation of the document(s), or permanently suspended.

**3.5** Once the registration is complete and validated, the registered user will be able to change the assigned password. Registered users are required to keep their access data private. Should a registered user become aware of any unauthorised access or suspect misuse of their details, they must immediately inform BCA. Registered users who do not meet these reporting requirements are responsible for any unauthorised use of their login details. If the misuse is promptly notified, BCA will activate a password-change procedure, temporarily suspending the account and freeing the registered user from liability for the misuse of their login details.

**3.6** After the first purchase of the registered user (now buyer), BCA will contact the buyer and provide a comprehensive after-sales support over the phone to ensure the vehicle can be made quickly available for delivery.

**3.7** Notwithstanding any duly validated registration, BCA reserves the right to temporarily or permanently suspend the registration and related access to auctions for the following reasons including, but not limited to:

- Failure to communicate or provide any document requested by BCA,
- Failure to pay within 7 days after invoice date,
- Improper behavior towards BCA staff,
- Disclosure of the personal and confidential credentials to third parties,
- Proven or suspected fraud, on documentations or identify, or any unlawful behavior,
- Contact with a vendor.

**3.8** BCA shall inform the Automotive Professional of the suspension of its account by any means.

**3.9** The Buyer shall refrain from contacting the previous owner (before BCA) of the vehicle and/or accessories in order to obtain further information about the vehicle, for example, in the event of a complaint. This should be solely a matter between BCA and the Buyer in order to protect the privacy of the previous owners (before BCA).

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## 4. VEHICLE CLASSIFICATION

### 4.1 The information made available to the buyer:

**4.1.1** BCA displays all its vehicles for sale on its sales platforms and commits to providing the following information to the buyers:

- A description of the vehicle

- Make
- Model
- First Year of registration
- Odometer Reading (+/- 50km)
- Gearbox Type (Automatic/Manual)
- Fuel/Energy type (Petrol/Diesel/Full Electric/Alternative energies)
- Color of the Vehicle
- Number of seats (Identified during assessment, could differ from Vehicle Documents)
- Number of doors
- Previous usage of the vehicle
- Margin Regime of the vehicle
- Battery full purchase or battery leasing (in the vehicle title and in the description)
- Presence or absence of vehicle documents at the moment of sale
- Information on the Luxury Tax regime is provided on the vehicles from Denmark
- A list of the vehicle equipment (including, when available: Information on previous damages and COC).
- A set of Commercial pictures (minimum 4 pictures).
- When available, a picture of last page on the history Service Book records. When the information is recorded digitally, a picture of the dashboard screen, displaying the Service History information, will be provided.
- When available, a picture of the second key (If no key is available, this will be indicated in the comment box).
- An aesthetic appraisal report of the vehicle, on both interior and exterior, with pictures of identified damages on the vehicles.

**4.2** In addition, BCA will provide for all non-damaged, running vehicles, a visual and limited technical inspection carried out on vehicles. The information contained in the report is based on observations made by the member of BCA technical staff at the time of the inspection.

### 4.3 Mechanical Classification

**4.3.1** Cat. A: No mechanical defects (insignificant noise can occur due to age and mileage). Control and safety lamps for airbags, ABS and engine must not be illuminated when the vehicle is started. Any complaints in this category can only be made on the above mentioned parts and always with an excess (see point 10.4) Damages mentioned in reports or elsewhere in writing can not be claimed – service and wear parts are also not claimable.

**4.3.2** Cat. B: Engine, gearbox and differential must be functional due to age and mileage (minor noise may occur). Any complaints in this category can only be made on the above mentioned parts and always with an excess (see point 10.4). Damages mentioned in reports or

elsewhere in writing can not be claimed – service and wear parts are also not claimable.

**4.3.3 Cat. C:** No right of complaint on either mechanical, technical, cosmetic or other parts or issues of the vehicle. Inspection and description of vehicles in this category is for guidance only, and unless informed in writing or by photos, there is no knowledge of any defects as to why vehicles purchased in this category can not be complained.

**4.3.4** The vendor places each vehicle in one of 3 mechanical condition categories: A, B or C. The vendor must state at the time of registration, whether the vehicle has been used for commercial vehicle, driving school, taxi, emergency, ambulance or track racing, whether the vehicle has been damaged resulting in deformation of two or more load-bearing parts of the vehicle construction, whether the vehicle has been damaged by water or fire, and whether the vehicle has been altered in relation to its original registration purpose, function or design at the time of first registration. Vehicles placed in category C may, by prior agreement between the vendor and BCA, be put into an auction both with or without a minimum price. The vendor thus accepts that a vehicle is sold for the highest bid, if the vehicle is put into the auction as agreed without a minimum price.

#### 4.4 Cosmetic Classification

**4.4.1** Vehicles are not inspected on lift – no claims on hidden parts acceptable.

**4.4.2** If the vehicle's external condition is inspected, this is done from a standard angle at 1,5-metres' distance and at a 90 and 45-degree angle. Damage that is not visible from this distance, as well as normal cosmetic wear due to the age, mileage and official use of the vehicle, as well as cosmetic damage that can be repaired by "smart repair" methods, will not be inspected.

Vehicles are marked by normal traces of wear, given the age and mileage of the vehicle, which is not taken into account during inspection. Preparation and "smart repair" of purchased vehicles must always be expected.

The cosmetic condition of the vehicles is described by calculating the number of external parts with damage, where repair is to be expected. This includes: Paintwork damage (deep scratches), dents (straightening). Interior damage is described by photo and is not part of the cosmetic classification. There may be up to several damages to a part / panel - even if there may be only a single image of the part / panel - however, the part / panel will still be considered as one unit.

- **Classification 1:** 0 – 2 parts/panels with damage

- **Classification 2:** 3 – 4 parts/panels with damage

- **Classification 3:** 5 – 6 parts/panels with damage

- **Classification 4:** 7 or more parts/panels with damage

- **Classification 5:** Damage to several parts and/or collision damage on 1 – 2 parts with possible effect on underlying structural and mechanical components

- **Classification "-" (minus):** No classification: major damage/heavily damaged vehicle

**4.4.3 Tires:** No checks are performed to determine whether the proper tire dimensions are fitted or the type of tires (winter, summer, all-year tires, etc.). Also, extra wheels will not be checked. The buyer should be aware that the regulation tire dimensions may vary from country to country. BCA and the vendor are not liable for incorrectly fitted tire

dimension and damaged tire - no complaints can be made in this regard, unless it is proven transport damages.

**4.4.4 Rims:** Damage to rims is not eligible for complaint, unless it is proven transport damages.

**4.4.5 Windscreens/glass-parts:** There is no guarantee that there is information provided about damaged or cracked windscreens or other glass-parts - no complaints can be made in this regard, unless it is proven transport damages.

**4.4.6 Light/lighting system:** Functionality is not tested - no complaints can be made in this regard, unless it is proven transport damages. Condensation/ moisture may occur, and BCA will try its best to provide information about this - no complaints can be made in this regard.

**4.4.7 Odour problems:** Odour problems may occur, and BCA will try its best to provide information about this - no complaints can be made in this regard.

**4.4.8** If there are items in the vehicle, e.g. extra wheels, the cabin is not inspected for any consequential damage they may have caused. The buyer accepts that such damage may occur and that they are not included in the vehicle description (inspection/pictures) and the classification of the vehicle.

#### 4.5 Technical Components

**4.5.1 Mechanical:** Right of complaint about unknown defects in the engine, gearbox or differential. The vehicle's classification always applies.

**4.5.2 Technical / electronics / other mechanical components:** No complaints can be made in this regard.

**4.5.3 Battery:** No complaints can be made in this regard – also not for any undiscovered consequential damages after attempts at starting assistance. All vehicles are sold with enough battery to turn it on.

**4.5.4 Service and wear parts as well as components that are subject to maintenance:** No right of complaint. Examples: Tires, clutches, brakes, brake pads, seals in general, gaskets, holders, spare wheel, spark plugs, battery, alternator belt, electrical parts in general, alternator, starter, wipers linings, discs, cables, gearbox/automatic gearbox, bumpers, failure of the lights (lighting systems), filters, suspension, shock absorbers, shock absorber bracket, bearings, hangers, turbo, suspension, undercarriage, exhaust, flywheel, etc.

**4.5.5 Setting/adjustment (tracking, axles, etc.):** No complaints can be made in this regard.

#### 4.6 Equipment

**4.6.1 Equipment:** Equipment is not tested for functionality - no complaints can be made in this regard. Similarly, no inspection is performed to determine whether the vehicle has retrofitted equipment - no complaints can be made in this regard.

**4.6.2 Loose items:** There is no guarantee that loose items in the vehicle will be delivered or are present, (such as tire repair kit, warning triangle, spare wheel, SD card, locking bolt(s), lock tops, key for tow bar, pull ball, tools, boot tire, floor mats ...) - no complaints can be made in this regard.

**4.6.3 Charging Cables:** It is not guaranteed that charging cables for electric or hybrid vehicles are included. If a picture of a charging cable is present, it will be included. If a picture is not present, the charging cable will not be included and can not be obtained from BCA.

**4.6.4 Navigation:** If a vehicle is sold with navigation, the SD card (if such is used) will not necessarily be included. As a rule: If the SD card is present, a picture of an active navigation screen will be shown. If the SD card is not present, the navigation will not be active. SD card can not be claimed – also navigation types can not be claimed (ex. Apple Carplay etc.)

#### 4.7 Other Accessories

**4.7.1 Service/warranty booklet, extra key and COC document:** This will be forwarded in cases where they are listed for the vehicle in the catalogue. If service book/keys are visible on the pictures, the buyer will find them in the vehicle. Neither BCA or the vendor have any responsibility for the information, (services, maintenance, KM etc.) stated/not stated in the service book, and claims can not be made in this regard.

**4.7.2** If a spare key and/or service book is sent along with the vehicle - or if this is visible on the sales pictures - there is no guarantee that the spare key and/or service book belongs to the vehicle, as this is not checked, and no complaint can be made in this regard.

**4.7.3** In case that BCA informs in the auction that car has COC certificate available, and customer doesn't receive it – BCA provides compensation upon reception of COC paid invoice. Customer must submit a claim within 24 hours since receiving the car documents.

#### 4.8 Previous damage/Undisclosed damage

**4.8.1** The buyer accepts that paint and bodywork may have been authorized out on several parts of the vehicle, which may have been performed due to paint damage/excessive paint wear and collision damage. These repairs are made according to the craft standards of the relevant country from which the vehicle originated (1st registered country), which is considered acceptable. The vehicles are not checked by either BCA or the vendor for any previous damage / accidents / collisions that have been repaired/remedied. Often the vendor has no information about this. If the buyer determines that the vehicle has had previous damage/accident/collision, this is not to be considered as a deliberate act by BCA or the vendor. The buyer accepts that it is unknown whether the vehicles offered have had damage/accident/collision.

For vehicles with an age below 36 months, calculated from the 1st registration date and until the auction day, and driven less than 80.000 km, the buyer accepts unknown and/or repaired damage/accidents/collisions of up to EURO 2.000 + VAT or 10% of the vehicle's auction price.

For vehicles with an age exceeding 36 months, calculated from the 1st registration date and until the auction day, and driven more than 80.000 km, the buyer accepts that it is not possible to complain about previously repaired and/or undisclosed damage, regardless of the price for repairs.

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## 5. THE AUCTION ITEM

**5.1** Neither the vendor nor BCA are liable for performed maintenance, whether by authorised or independent workshops. The vendor or BCA are also not liable for any maintenance not performed. Additional information about maintenance/services cannot be obtained later, if not received from the vendor before an auction.

**5.2** Except for classifications - see section 4.3 - the vehicles are sold in the condition in which they are found, as seen by the buyer, and without any warranty of any kind.

**5.3** A vehicle's registration certificate is always included, unless otherwise is stated - even though not present at BCA at the time of auction, BCA will procure it. In such cases, this is always disclosed on the vehicle in question. However, the aforementioned does not apply to a vehicle's insurance, since these are never included. A somewhat longer processing time should be expected for sales from bailiffs, lawyers, and finance companies, and it will normally take 2-3 months and sometimes longer, before any lien/mortgage is removed.

**5.4** Vehicle documents are always sent by courier to the buyer.

- In case of local sales: If the vehicle documents are not sent to the buyer within 30 working days from the moment of received payment, buyer may request sale cancellation. Transport costs, if applicable, are borne by the vendor / BCA.

- In case of cross-border sales: If the vehicle documents are not sent to buyer within 15 working days from the moment of receiving of signed and stamped CMR, buyer may request sale cancellation. Transport costs, if applicable, are borne by the vendor / BCA.

- In the event that the registration certificate is lost during shipment between BCA and the buyer, and the courier confirms the loss, the buyer has no responsibility. The buyer can decide whether to wait for a new registration certificate, to obtain one (if possible), or whether to cancel the sale. In this case, BCA will not charge any cancellation fee. BCA and the buyer shall agree on the most efficient delivery back to the BCA, preferably by BCA transport – the costs will be covered by BCA. The buyer shall not be compensated for any improvements or expenses incurred, such as maintenance, refurbishing or fuel costs. BCA doesn't provide any compensation for delay of car documents delivery.

**5.5** The buyer has a responsibility after delivery/receipt of the vehicle and the related registration certificate's, to verify that the following is in accordance with the information in the catalogue/online catalogue:

- Vehicle chassis number

- Invoice

- VAT and tax status

- 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.

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## 6. AUCTION PROCEEDING

**6.1** Any buyer must have the same chance to purchase a car 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** Anyone bidding on behalf of someone else thereby obligates themselves as a guarantor.

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

**6.5** A bidder with the highest bid in online auctions is bound by his bid for 24 hours after the hammer stroke and the auction has expired regardless of whether the minimum price has been reached.

**6.6** 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.

### 6.7 Cancellation Requests

**6.7.1** BCA concedes to the cancellation of one vehicle per year per Purchaser, without account blocking. If the Purchaser wants to assert this right, it must be requested via the online claim form within 24 hours of the sale. BCA will charge a cancellation fee of 500 EUR. The second request to cancel the sale of a vehicle during a given calendar year will automatically be refused and the account of the Purchaser blocked.

## 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](http://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 (cancellation and unblocking fees) are paid in full.

**7.8** If invoices other than the purchase price over 300 EUR are not paid for more than 20 working days, the buyer will also be blocked.

### 7.9 Blocking/Unblocking of an account

**7.9.1** In occurrence of blocking or unblocking action(s) towards a buyer's 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 cancellation fees and/or other invoices plus an additional unblocking fee. The amount of the unblocking fee is 600 EUR. The cancellation fee is applied per unit unpaid, unblocking fee is applied per occurrence. 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).

**7.10** Customers who purchase vehicles that have originally received Enova support and will export the vehicle will be re-invoiced the sum required from Enova. This applies mostly to electric vans that have been registered for less than 3 years

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## 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 Norwegian 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 [no.transport@bca.com](mailto:no.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 Norwegian 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 [no.transport@bca.com](mailto:no.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 [no.transport@bca.com](mailto:no.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/no](http://www.bca.com/no)

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## 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** One cancellation per calendar year under the specified conditions (see section 6.11)

**9.2.8** 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.

**9.2.9** 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.

**9.2.10** If the buyer purchases a vehicle advertised as "NOT FOR EXPORT", cancellation is possible according to BCA's standard conditions and the buyer pays the costs for one transport if the vehicle has already been delivered to the buyer.

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## 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 Oslo as the first instance and settled according to Norwegian law. The CISG (The United Nations Convention on Contracts for the International Sale of Goods) shall not apply, and international civil law rules of Norwegian law will also not apply if these would lead to the application of legislation from a country other than Norway.

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## 11. DATA MANAGEMENT / INTELLECTUAL PROPERTIES

**11.1** The BCA privacy and data protection policy is stated in full on the BCA website: 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 [www.bca.com/no](http://www.bca.com/no)

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