

## 1. Liability of BCA Bilauksjon AS

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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 cars 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.

BCA will never be able to know everything about the vehicles we sell, though we endeavour 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 Bilauksjon AS is the broker, BCA Bilauksjon AS 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 Bilauksjon AS'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 Bilauksjon AS for any claim, including interest and costs, made against BCA Bilauksjon AS.

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 Bilauksjon AS 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 Bilauksjon AS may have in connection with the processing of the matter. BCA Bilauksjon AS 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 Bilauksjon AS 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 Bilauksjon AS of this so that BCA Bilauksjon AS can correct the error.

## 2. Auction Types and Definitions

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Vehicles auctions 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.
- 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), plus 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 at the BCA auction.

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.

## 3. Buyer Registration

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- 3.1 Only Automotive professionals can apply for online registration at BCA. Any Automotive 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 24 working hours after submission, to complete and validate the registration.
- 3.2 BCA will provide any new Registered User with a training on the general use of the platform and functioning of the auctions. A live demonstration will be provided as part of the training through a Webinar or LiveChat. Only once the training has been provided will the access to the auctions be provided to the Registered User.
- 3.3 The validation of this document transparently takes place during the registration process, through a tick-box upon the registration form submission.

- 3.4** 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 User Name and Password are assigned.
- 3.5** 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.
- 3.6** 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.
- 3.7** 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 pick-up or delivery.
- 3.8** 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 behaviour towards BCA staff,
  - Disclosure of the personal and confidential credentials to third parties,
  - Proven or suspected fraud, on documentations or identify, or any unlawful behaviour,
  - Contact with a Vendor.
- 3.9** BCA shall inform the Automotive Professional of the suspension of its account by any means.

## **4. Vehicle Classification**

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### **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,
    - o Make
    - o Model
    - o First Year of Registration
    - o Odometer Reading (+/- 50km)
    - o Gearbox Type (Automatic/Manual)

- Fuel/Energy type (Petrol/Diesel/Full Electric/Alternative energies)
- Colour of the Vehicle
- Number of seats (Identified during assessment, could differ from Vehicle Documents)
- Number of doors
- Previous usage of the car
- Margin Regime of the car (Margin or Qualifying Net)
- 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

- 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 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 **Technical Condition**

All vehicles have passed a short test run, but no detailed inspection of mechanical components has been carried out. The vehicles are offered without major mechanical defects on the engine, clutch, gearbox, axle coupling, drive shafts and steering mechanism. Minor defects on other mechanical components, such as wheel bearings, are considered acceptable.

#### 4.4 **Electrical components**

It is checked that the ignition system, air conditioning system, heater/fan, electric windows, sunroof and side mirror motors work correctly. Defects in other electrical components, such as light, are considered acceptable. Engine lamps, airbag lamps, ABS lamps and charging lamps are checked. Defects in other control lamps are considered acceptable.

#### 4.5 **Pre-damages**

Repaired previous damage, repaired collision damage, undercarriage repair, undercarriage cutting and welder repairs are considered acceptable. The buyer is obliged to inspect the vehicle on his own behalf for any previous damage, and BCA Bilauksjon AS has no responsibility in this context.

#### 4.6 **Vehicle description (cosmetic description) and buyer's inspection**

The vehicle is displayed from a standard viewing angle 2 meters and at 90 degrees from the vehicle and / or from an angle of 45 degrees both ways. Dents or defects in the paint that are considered unacceptable must be visible from the standard viewing angle. Unacceptable defects visible from this view will be presented for each individual vehicle in the vehicle's damage description report. Acceptable and normal wear and tear, as

described in the sections below, will not be presented in the vehicle's damage description report, and the Buyer agrees not to be able to claim such defects. The perception of acceptable wear must always be seen in connection with the vehicle's actual mileage.

Vehicles are not inspected on a lift, and the chassis is consequently not inspected for any damage - complaints can not be made in this regard.

#### **4.7 Paintwork**

Up to 4 damages per panel on the front panels is considered acceptable. Surface wear or scratches, where the metal is not exposed and/or rusty, and which can be polished, are considered acceptable. Cosmetic repairs are considered acceptable provided that the colour matches and that they are not easily visible from the standard point of view. Scratches in the paint less than 10 mm long are considered acceptable. Smaller scratches and surface wear around doorways, keyholes and fuel filler caps are considered acceptable. Paint repairs are acceptable if there are no irregularities between the panels or preparation marks/visible overspray or dirt in the paint.

#### **4.8 Dents**

Small dents on the lower panels, which can only be seen by a "ruler check", are acceptable. Smaller body dents (parking dents) are acceptable, provided that:

- They are less than 20 mm long.
- They have not caused the paint to crack or peel off.

#### **4.9 Bumpers and rubber strips**

Scratches and/or abrasions on painted bumpers and side rubber strips are considered acceptable provided that they do not penetrate to the base material and are less than 100 mm long. Bumps or dents on bumpers or rubber strips are considered acceptable if they are less than 20 mm in diameter. Paint damage that is normal wear and tear in view of the vehicle's age and mileage, is to be considered accepted. Discolorations due to external influences such as weather conditions and gravel, are acceptable unless it is clear that they are caused by improper use of chemicals or powerful cleaning agents.

#### **4.10 Mirror**

Surface wear or scratches with a length of 50 mm, which do not penetrate the paint, or the base material of unpainted mirrors, is considered acceptable.

#### **4.11 Wheels and decorations**

Scratches or surface wear on wheel covers, which do not degrade the material or deform the wheel cover, are considered acceptable. Rim damage is acceptable with a skew of up to 25 mm in the flange. A tread depth of 2 mm on the tires is considered acceptable.

#### **4.12 Interior condition**

Seats showing traces of use, worn seat covers and typical wear on the seats are considered acceptable. Seat covers that have carried weight and resulted in wobbly seat sides are considered acceptable. Wear, traces of typical wear damage and soiling after normal use are considered acceptable, provided that the fabric is not torn. Installation of built-in accessories left in the vehicle is considered acceptable. Holes after removed

telephones and hands-free devices are considered acceptable, provided they are on the side of the control panel or are not easily visible from the driver's seat. Floor mats that show signs of use, discoloration and surface wear are considered acceptable. Superficial notches and minor stains on plastic and cladding panels in the luggage compartment, on the back door, on doorsteps and at the bottom of the doors inside, are considered acceptable incl. steering wheel, gear lever, brake lever, etc. with signs of use are considered acceptable, provided that the material is not torn to pieces.

#### **4.13 Chassis/ undercarriage**

No inspection of the vehicle chassis has been carried out. Dents, surface wear and scratches on the chassis and parts mounted on the undercarriage are considered acceptable. Rust on parts mounted on the undercarriage is considered acceptable.

## **5. The Auction Item**

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- 5.1 Neither the vendor nor BCA Bilauksjon AS are liable for performed maintenance, whether by authorised or independent workshops. The vendor or BCA Bilauksjon AS 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 When the vehicle is sold, the risk of the vehicle, the risk of theft from the vehicle and/or any damage/defect in the vehicle, passes to the Buyer, with the exception of damage that occurs while the vehicle is in BCA Car Auction AS's custody and control and which is documented to be BCA Bilauksjon AS's statutory responsibility.
- 5.3 The vehicles are sold in the condition in which they are found, as seen by the buyer, and without any warranty of any kind.
- 5.4 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. However, the aforementioned does not apply to a vehicle's insurance, since these are never included. If it is stated that the registration certificate will be forwarded afterwards, this will normally occur within 14-30 working days. In such cases, this is always disclosed on the vehicle in question. 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. For further information, please contact the office.
- 5.5 BCA will consider that when vehicle documents are not being sent to the Buyer within 30 days following payment received from Buyer, this may form part of a Claim. In this case, no cancellation fee will be required from the Buyer and vehicle repatriation will be at full cost for BCA.
- 5.6 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

- 5.7 If a vehicle purchased from BCA Bilauksjon AS is to be registered in another country, the buyer is always required to get bearings about the rules and regulations for this. BCA Bilauksjon AS cannot help with this - nor can additional documents / effects, that were not supplied with the vehicle, be obtained from BCA Bilauksjon AS.
- 5.8 The vehicle is sold free of liabilities. If encumbrances have not been cancelled before delivery, BCA Bilauksjon AS 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 Bilauksjon AS may request external assistance at the vendors expense to expedite this case processing and may similarly invoice the vendor for internal costs that BCA Bilauksjon AS may have in connection with the case processing. BCA Bilauksjon AS has the right to await the settlement of a vehicle belonging to the vendor until all encumbrances have been settled.
- 5.9 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.
- 5.10 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.
- 5.11 Anyone bidding on behalf of someone else thereby obligates themselves as a guarantor.
- 5.12 If the minimum price is not reached, the vendor/auctioneer may decide that no hammer stroke may be given, whereby the vehicle is withdrawn.
- 5.13 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.
- 5.14 If BCA Bilauksjon AS accidentally auctions off an incorrect vehicle, or with incorrectly stated VAT or registration tax status, the buyer and 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 Bilauksjon AS. Notwithstanding the above, BCA Bilauksjon AS 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.

#### **5.15 Cancellation Requests**

- 5.15.1 BCA understands that a mistake may happen and will therefore accept 1 cancellation request (1 vehicle) per calendar year without financial or blocking impact on the Buyers account. The buyer must request a purchase cancellation to BCA within 24 hours following the auction date. Failing to request the cancellation within the given 24h will imply validating the purchase, with BCA rightly expecting the full payment.
- 5.15.2 If the buyer contacts BCA within 24 hours after the auction, the following process then takes place:
- In a given calendar year, the first cancellation request for a vehicle purchase will be executed without any penalty (valid for 1 vehicle). If multiple vehicles are purchased at the same time, the "free cancellation" will be applied only on the first of the purchased vehicles (in order of appearance in the auction(s)).

- In a given calendar year, the second cancellation request for a vehicle purchase will be executed with a fee of 500€. The cancellation will only be accepted for 1 vehicle. If multiple vehicles are purchased at the same time, the cancellation will be applied only on the first of the purchased vehicles (in order of appearance in the auction(s)).
- In a given calendar year, the third cancellation request for a vehicle purchase will be automatically refused and the Buyer account blocked if the full payment is not received by the 7th calendar day following the invoice date. The buyers account will remain blocked until the vehicle invoice and fees (cancellation and unblocking fees) are paid in full.

## 6. Purchase Price and Fees

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- 6.1 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.
- 6.2 The buyer receives an email containing an invoice stating the bid amount, fee and possible taxes and/or transport. The invoice must be paid immediately upon receipt, and no later than 2 days after the invoice date. Payment must be made by transfer from the buyer's bank. BCA Bilauksjon AS is at the earliest obliged to release the vehicle for transport when the payment is visible and irrevocably received by BCA Bilauksjon AS.
- 6.3 BCA will issue a first payment reminder on the 3<sup>rd</sup> calendar day after the invoice, and a 2<sup>nd</sup> payment reminder on the 5<sup>th</sup> calendar day after the invoice. In case the Buyer fails to execute the payment within 7 calendar days following the day of invoice, BCA reserves the right to cancel the sale and automatically block the account of the Buyer.
- 6.4 In the event that BCA exercises the right to cancel a sale because the Buyer failed to execute the payment within 7 calendar days following the date of the invoice, the Buyer owes a cancellation fee of 500 EUR per vehicle and will be automatically blocked.
- 6.5 **Blocking/Unblocking of an account**
- 6.5.1 In occurrence of blocking or unblocking action(s) towards a Buyers account, the Buyer will be informed, and the reason will be provided by the Business Partner to the Buyer.
- 6.5.2 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.
- 6.5.3 The unblocking of the account occurs only with the payment of outstanding cancellation fees and/or other invoices debts PLUS an additional unblocking fee. The amount of the unblocking fee is 600€. The fee is applied per occurrence, not per car.
- 6.5.4 The payment of the fee does not automatically imply the unblocking of the account. As a rule, BCA will charge 600€ for unblocking. However, the reason of the initial blocking action will trigger the decision to unblock, 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).
- 6.6 Ownership of the purchased vehicle will only be transferred to the buyer when the purchase price with any interest and costs is fully paid to BCA Bilauksjon AS and duly documented. Until the full purchase price is paid,

including interest and costs, and the vehicle has been released to the buyer, the buyer has no right of disposal over the vehicle in any respect, including reselling the vehicle, registering the vehicle, borrowing on the vehicle, reporting the vehicle for export, having a new registration certificate issued, etc.

6.7 Payment to the vendor takes place when satisfying access is documented, usually in the form of a registration certificate from a previous owner, and when the buyer has paid the full purchase price to BCA Bilauksjon AS. Payment to the vendor occurs by bank transfer.

6.8 **Other invoice debts**

6.8.1 For any other invoice debt, for which BCA will claim the related payments for services unpaid, the Buyers account will be blocked if the Buyers account presents more than 300€ of payments overdue for a period greater than 30 calendar days.

6.9 **Special Dispositions**

6.9.1 Process for EV vehicles subject to Battery Leasing Contracts: Along with the payment and as soon as the vehicle is purchased, the Buyer acknowledges the responsibility to take over the leasing agreement of the vehicle and undertake all necessary steps to formalize the transfer of ownership to his/her name.

## 7. **Vehicle Delivery and Documentation**

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7.1 The transport of a vehicle can occur only after full payment of the due amount for the purchase of the car.

7.2 BCA Bilauksjon AS is not responsible for delayed delivery of vehicles or delayed submission of a change of ownership notification when this is due to circumstances beyond BCA Bilauksjon AS 'control, such as delays from workshops, importers or transport companies etc. BCA Bilauksjon AS can not be held responsible for delays, and thus can not be held responsible for the Buyer's indirect losses, including loss of goods, or for expenses for rental cars and the like.

7.3 If the Buyer delivery address is different from the standard registered address of the Buyer, the Buyer must complete the relevant document ("Confirmation of Alternative Delivery Address").

7.4 All vehicles purchased are subject to mandatory transport arranged by BCA Bilauksjon AS. It is not possible to pick up on your own, or order transport via a third party. Purchased vehicles cannot be transported until valid payment has been received and confirmed by BCA Bilauksjon AS.

7.4.1 BCA Transport/delivery service is available for all running cars and cars not included in the "Damaged Cars" Auctions.

7.5 For vehicles that cannot drive or are otherwise faulty to move, as well as caravans, trucks and other large vehicles, BCA Bilauksjon AS may have to ask the buyer to arrange their own transport. This must always be agreed beforehand with BCA via [no.transport@bca.com](mailto:no.transport@bca.com)

7.6 Foreign dealers inside EU with a valid international VAT number within the vehicle industry have following options:

- 7.6.1 Mandatory transport through **BCA Bilauksjon AS**. The vehicles must be delivered to the foreign company's address to which the vehicles are invoiced or at an address that is legally linked directly to the buyer and in the same country. Contact [no.transport@bca.com](mailto:no.transport@bca.com) for price information
- 7.6.2 In cases where vehicles cannot drive or vehicles don't fall under the standard size category, **BCA Bilauksjon AS** may have to ask the buyer to arrange their own transport. In such cases, the buyer can collect the vehicle by paying the Norwegian VAT of 25%, which will be assigned to the purchase price. In advance this must be cleared by and approved in writing by BCA Bilauksjon AS. Valid export documentation must be received within 3 months of the purchase, in the form of a copy of the registration certificate from the country to which the vehicle is invoiced. If the documentation is approved by BCA Bilauksjon AS as legitimate export documentation, the amount paid of 25% will be refunded. If the documentation is not presented within 3 months of the date of purchase, BCA Bilauksjon AS cannot guarantee that the amount of VAT paid can be refunded to the buyer, since the amount must be paid to Norwegian tax authorities within this period. This must be arranged and approved by contacting [no.transport@bca.com](mailto:no.transport@bca.com)

7.7 Foreign dealers outside EU with a valid international VAT number in the vehicle industry have the following options:

- 7.7.1 The buyer arranges the transport of the vehicle. The buyer can collect the vehicle by paying Norwegian VAT of 25%, which will be assigned to the purchase price. In advance this must be cleared by and approved in writing by BCA Bilauksjon AS. Export documentation must be received within 3 months of the purchase, in the form of a copy of the registration certificate from the country to which the vehicle is invoiced or an EUR1 customs document. If the documentation is approved by BCA Bilauksjon AS as legitimate export documentation, the amount paid of 25% will be refunded. If the documentation is not presented within 3 months of the date of purchase, BCA Bilauksjon AS cannot guarantee that the amount of VAT paid can be refunded to the buyer, since the amount must be paid to the Norwegian tax authorities within this period.
- 7.7.2 The vehicle must be delivered at the foreign business address to which the vehicles are invoiced or at an address legally linked directly to the buyer and always in the same country. In cases where vehicles cannot drive or vehicles don't fall under the standard size category, BCA Bilauksjon AS may have to ask the buyer to take care of the transport. Contact [no.transport@bca.com](mailto:no.transport@bca.com) for further information

## 7.8 **Truck Compositions**

Full loads depend on the size, type and number of the vehicles and will be determined by BCA Bilauksjon AS. Cars are booked for transport after each concluded auction regardless of single cars or full loads. Cars purchased in different auctions or different occasions will be booked separately. BCA Bilauksjon AS cannot be held liable for late delivery if the buyer incurs unforeseen costs as a result. All prices can be found on our website: <https://1europetransport.bca.com/en>

## 8. The Vendors Responsibility for Defect and Omissions

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### 8.1 The buyer retains the right to cancel a purchase if:

- 8.1.1 If a claim is approved by BCA Bilauksjon AS, provided that the vehicle is returned immediately and without delay, and that the buyer has not had the vehicle registered or re-registered
- 8.1.2 In the event of total damage (complaint must be made immediately and without undue delay)
- 8.1.3 If the stated mileage for a vehicle deviates significantly from the actual number of kilometers driven and the vendor and/or BCA Bilauksjon AS can be blamed for the error.
- 8.1.4 If there is a serious external/internal defect that significantly affects the intended properties of the vehicle and for which the vendor and/or BCA Bilauksjon AS can be blamed (complaints must be submitted as soon as possible and no later than within 24 hours).
- 8.1.5 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.
- 8.1.6 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. Claims: Fairness and Transparency

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- 9.1 We 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.
- 9.2 Claims will only be considered on the vehicle in its current state, no claim will be accepted following rework on the vehicle or resale of the vehicle.
- 9.3 If a vehicle is registered, the rights to complain are forfeited.
- 9.4 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.
- 9.5 For every Claim, the Buyer has an own risk excess of 350 € excl. VAT for technical defects and 350 € excl. VAT for body work damage.
- 9.6 Until the claim has been submitted and the decision reached, it is strongly advised for the Buyer not to proceed with any repair on the car as BCA will not cover the cost of repair if decision is then taken to cancel

the sale and for BCA to repatriate the car. The Invoice of repairs organized by buyer through car mechanic could be asked in case of financial compensation accepted by BCA

- 9.7 BCA Bilauksjon AS reserves the right to ask the buyer, at his own expense, to obtain quotations for repairs from a third party workshop, or to attach tests (e.g. for activated engine lamp) if this is found necessary.
- 9.8 If necessary, an inspection of the vehicle will be arranged and carried out within 5 working days after receipt of the complaint.
- 9.9 BCA Bilauksjon AS will notify the Buyer of the outcome of the inspection within 2 working days.

#### **9.10 Transport related damages**

- 9.10.1 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).

#### **9.11 When to submit a claim**

- 9.11.1 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 car, and with a maximum of 50 additional kilometres on the car
- 9.11.2 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 48 hours (working days) after the pick-up of the vehicle, and with a maximum of 50 additional kilometres on the car.
- 9.11.3 The complaint will not be processed if the complaint deadline is exceeded. A complaint of a cosmetic nature must be noted on the carrier's 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.

#### **9.12 How to submit a claim**

- 9.12.1 Claims are to be submitted through BCA's online form available on our website in the after-sales/service section.
- 9.12.2 The form has to be filled-in and any relevant document/picture uploaded and attached to the form before submitting the claim. The response and resolution time for claims are initiated only once the form is completed and submitted with all required documents.
- 9.12.3 Only the claims submitted through the online forms available on our websites will be accepted.

### 9.13 **What can be considered part of a claim**

#### 9.13.1 Discrepancies in the vehicle description

Further errors in the vehicle description provided by BCA are deemed to be acceptable grounds for claim, for the following description items:

- Make
- Model
- First registration year
- Kilometre reading (with a tolerance of 50km)
- 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 car: Emergency services, school, taxi, or others
- Margin regime on the car: Margin / VAT car
- Incorrect tax type

### 9.14 **When a claim is accepted**

9.14.1 BCA will provide the Buyer with a written confirmation of the Claim acceptance.

9.14.2 If the outcome of the claim implies any payment from BCA to the Buyer, this payment will occur within 4 working days after the confirmation of the claim submission outcome to the Buyer.

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

### 9.15 **If a vehicle is returned**

9.15.1 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.

9.15.2 The transport costs to the buyer are always regarded as the buyer's excess. The excess of EUR 350 + VAT will always be deducted from the transport costs to the buyer. If the transport costs are higher than the excess, this will be compensated.

9.15.3 The cost of return transport will always be borne by the vendor.

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

### 9.16 **Warranty / Insurance**

9.16.1 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.

## **9.17 Legal Venue**

- 9.17.1 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.

## **10. Data Management / Intellectual Properties**

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- 10.1 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.
- 10.2 The BCA privacy and data protection policy is stated in full on the BCA website:  
<https://www.bca.com/no/no/footermenu/Privacy-policy/>