

# BCA Italy Terms and Conditions

## General Terms and Conditions for the Provision of Physical and Electronic Auction Services

**A)** BCA Italia Srl, with headquarters at 143/A, Via Emilia, Montanaso Lombardo (LO) 26836, Italy, VAT No/Tax Code IT02557550346, registration number 1469778 on 19/07/2012 in the Lodi Companies Register, manages the sales through electronic Auctions (hereinafter also called "online Auctions") and physical Auctions of used vehicles from professional sellers in the "*automotive*" sector.

**B)** Participation in the Auctions is reserved exclusively for professional buyers operating in the automotive sector, corresponding to the Ateco 2007 codes 45.11.01 and 47.91.1. Therefore private buyers may not participate in the auctions.

**C)** Participation in the Auctions is subject to registration on the BCA website, providing all the necessary information as required by current regulations (Consolidated Law on Public Safety) and/or as may be requested by BCA case by case.

**D)** BCA assigns used Vehicles to the highest bidder at the Auction. Registered Users who win an Auction accept unconditionally all the conditions herein stated and are required to pay the amount offered, unless otherwise indicated.

**E)** The Technical Specifications published on the BCA website are an integral part of these General Terms and Conditions; they explain to Registered Users the arrangements for inspection and assessment of the condition of the Vehicles for sale through BCA Auctions. By accepting these General Terms and Conditions, the Registered Users and/or winning bidders are declaring that they have read, understood and accepted the Technical Specifications.

## 1. Definitions

**1.1.** In addition to the terms defined in other clauses of these "General Terms and Conditions" the following expressions, listed below, are also used and have the meanings indicated next to each. The terms will be applied both in the singular and in the plural:

**a)** "BCA": BCA Italia Srl.

**b)** "Website": the website accessible at <https://www.bca.com/it-IT/it/> which provides the electronic Auctions service owned and administered by BCA Marketplace Limited.

**c)** "Seller" or "Partner": any company and/or professional trader who uses the services of BCA and offers to sell their used Vehicles to the customers of BCA.

- d) "Registered User": any professional trader who registers on the BCA website in order to participate in the Auctions.
- e) "Vehicles": used Vehicles offered for sale via physical or online Auctions.
- f) "Product File": a file containing information about the Vehicles.
- g) "Auction": an electronic and/or physical sales process, with a series of bids which ends in the sale of the Vehicle to the highest bidder if a minimum bidding price is exceeded.
- h) "Bid": the offer made by each participant in the Auction with the aim of winning the Vehicle.
- i) "Reserve Price": the minimum price that the Seller is willing to accept for the sale of the Vehicle.
- j) "Winning Bidder": the person who wins a Vehicle offered for sale at an Auction.
- k) "Buyer": the person who buys a Vehicle offered for sale at an Auction.
- l) "Proxy": the person who, by means of a proxy signed by the legal representative, is appointed to represent the Registered User at the Auction
- m) "Auctioneer": the person appointed by BCA to conduct the Auction (physical or *online*) and expressly authorised to receive offers from the various participants.
- n) "Mileage": the distance the motor Vehicle on sale has been driven, as declared by the Seller. Unless otherwise stated, the mileage is expressed in kilometres.
- o) "Buyer fees": Purchase fees applied on each vehicle purchased.
- p) "Technical Specifications": a set of all the characteristics and information of a vehicle, as explained on the appropriate web page
- o) "Attachments": to be considered as such are the Auction Glossary, the Buyer Fees and the Technical Specifications, all of which are published and accessible on the BCA website at the following pages:

- [Glossary](#)

- [Buyer Fees](#)

- [Technical Specifications](#)

## **2. Terms and Conditions of Use**

**2.1.** These "General Terms and Conditions", published on the BCA website, regulate all relations between BCA and the Registered Users. Except as provided for at point 2.2 which follows and unless otherwise agreed in writing, participation in BCA Auctions implies that Registered Users have read, understood and accepted these "General Terms and Conditions" for the provision of the service.

**2.2.** Some Auctions require for the relationships between BCA and Registered Users to be governed by special terms and conditions marked as "Special Terms and Conditions", which

differ from the "General Terms and Conditions". In this case, participation in BCA Auctions implies that Registered Users have read, understood and accepted the "Special Terms and Conditions" which relate to the particular service.

**2.3.** BCA has the right to modify these General Terms and Conditions at any time. These modifications will be considered automatically accepted by Registered Users as a consequence of simply using the BCA platform or participating in physical Auctions following such modifications.

**2.4.** Any general terms and conditions of contracts applied by customers are not applicable to Auction services provided by BCA, and BCA is therefore under no obligation from such contracts.

### **3. Subject Matter**

**3.1.** BCA Auctions are conducted in two different ways:

a) Physical Auctions held at the offices of BCA and/or BCA logistics centres; this includes Live Online Auctions or the same physical Auctions broadcast simultaneously on the website, or LiveOnline Auctions accessible on the website, where it is possible to participate electronically, as regulated by point 6 below

b) Online Auctions held solely electronically on the website, as regulated by point 7 below

**3.2.** Unless otherwise indicated, Auctions are carried out by BCA in its own name and on behalf of the Sellers, with BCA acting as an agent.

**3.3.** Unless otherwise specified, these General Terms and Conditions apply to all types of Auction carried out by BCA.

**3.4.** BCA, acting at its sole discretion and without having to provide any explanation, reserves the right to refuse certain Registered Users from participating in an Auction; in this event, the Registered Users will not be entitled to any indemnity or compensation, other than a simple return of any sum already paid.

### **4. Registration and Access**

**4.1.** Participation in BCA Auctions is granted only to the Registered Users who, by registering, declare themselves to be of legal age and to have the ability to act on and accept these "General Terms and Conditions".

**4.1.ii.** 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).

**4.2.** BCA reserves the right to exclude from participation in the Auction(s) any Registered Users or Proxies who do not comply with these Terms and Conditions and/or engage in illegal conduct. Such exclusion can be either temporary or permanent.

#### 4.3. Upon registration the Users must provide:

- a) 1 (one) copy of the registration certificate of the company at the Chamber of Commerce with specific indication of the powers of the legal representative, updated within 6 months of the date of registration
- b) 1 (one) copy of the identity document of the legal representative of the company and fiscal code
- c) VAT registration number
- d) When registering on the BCA website, Users from EU countries other than Italy (I/C) must accept the "BCA Additional Terms and Conditions of Auction applicable to customers who have a EU-based VAT number", published on the website and accessible at [T&C page](#). In order to participate in Auctions, they are required to fulfil all the requirements therein
- e) When registering on the BCA website, buyers from outside the EU (export) must accept the "BCA Additional Terms and Conditions of Auction applicable to buyers who reside outside the European Union" published on the site and accessible at [T&C page](#). In order to participate in Auctions, they are required to fulfil all the requirements therein
- f) in order for the registration to be valid, Registered Users must accept these "General Terms and Conditions" and all related "Attachments", published and available on the BCA website, which form an integral part of these "General Terms and Conditions" and are deemed as accepted with the acceptance of the "General Terms and Conditions"
- g) A Proxy appointed by a Registered User may only participate in physical Auctions if an authority signed by the legal representative and by the Proxy, as well as a photocopy of the Proxy's ID (not a driving license), are sent by email to the email address [info.ita@bca.com](mailto:info.ita@bca.com) for not-Italian Registered User or by PEC certified email to the PEC certified email address [bcaiscrizioni@zucchettipec.it](mailto:bcaiscrizioni@zucchettipec.it) for Italian registered User, before the Proxy's participation in the Auction
- h) A Proxy may only participate in Live Online Auctions and/or Online Auctions after a profile is created for that Proxy within the Registered User's account. In order to activate this profile, an email to the email address [info.ita@bca.com](mailto:info.ita@bca.com) for not-Italian Registered User or a PEC certified email to [bcaiscrizioni@zucchettipec.it](mailto:bcaiscrizioni@zucchettipec.it) for Italian Registered User must be sent with an authority signed by the Registered User. BCA will then provide the Proxy with a "User Name" (also called a "Username") and a strictly personal "Password", as detailed in point 4.4

Registered Users must promptly inform BCA with written notice of any changes to the data provided, including that of Proxies allocated to third parties. Registered Users are responsible for any damages caused by negligence, incorrect or incomplete information provided by them.

**4.4.** In the 24 working hours following the online submission of the form by the Automotive Professional, the Automotive Professional will be contacted by a BCA team member to complete and validate the registration.

**4.5.** 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.

**4.6.** 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 pick-up or delivery.

**4.7.** Once registration is completed, the User will receive their login details: a "User Name" (also called a "Username") and a link to define the new "Password" which will be for the exclusive use of the Registered User/Proxy to whom they were assigned, for use within certain limits on the website. The Registered User/Proxy will be able to change the assigned password. Registered Users/Proxies 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 Italy will activate a password-change procedure, temporarily suspending the account and freeing the Registered User from liability for the misuse of their login details.

**4.8.** Website registration and viewing the pages and their offers is free of charge. Registration allows Registered Users to also use the Auction service provided by the website. Registration is deemed to be complete when the procedure is performed correctly and a User Name and Password are assigned.

**4.9.** BCA, at its sole discretion and without the need to provide any explanation, may refuse website registration or block access and/or delete any Registered User.

**4.10.** The blocking action implies that the buyers accesses will automatically be blocked in all the countries where the Buyer has a valid BCA account.

**4.11.** 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 Seller.

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

## **5. Privacy and Newsletter**

**5.1.** By registering on the website, Registered Users/Proxies agree that their personal details will be processed by BCA. BCA processes all data of Registered Users/Proxies in its possession in accordance with the laws in force.

**5.2.** Registered Users can subscribe to the BCA Newsletter. Users can unsubscribe at any time by selecting the corresponding option in the Newsletter received. By accepting to receive the Newsletter, Registered Users agree to receive updates on new Auctions, new offers or new services operated by the Auction platform.

## **6. Vehicle Information and Documents**

**6.1** Our Marketplace is European, our Buyers are from all over Europe (and beyond). Therefore, it comes as only natural that any vehicle description also comes always in English, thus avoiding unnecessary Claims.

Therefore, if any important last minute information about a vehicle must be shared before or during an auction, it will always be shared in written form in the local language of the BCA auction being purchased from and in English. If there is a risk that the information may not be understood, the vehicle will be removed from the sale and will be re-entered for auction in a later sale event.

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

- a. A description of the vehicle:
  - i. Make
  - ii. Model
  - iii. First Year of Registration
  - iv. Odometer Reading (+/- 50km)
  - v. Gearbox Type (Automatic/Manual)
  - vi. Fuel/Energy type (Petrol/Diesel/Full Electric/Alternative energies)
  - vii. Color of the Vehicle
  - viii. Number of seats (Identified during assessment, could differ from Vehicle Documents)
  - ix. Number of doors
  - x. Previous usage of the car
  - xi. Margin Regime of the car (Margin or Qualifying Net)
  - xii. Battery full purchase or battery leasing (in the vehicle title and in the description)

xiii. Presence or absence of vehicle documents at the moment of sale

- b. A list of the vehicle equipment (including, when available: Information on previous damages and COC);
- c. A set of commercial pictures (minimum 4 pictures);
- d. 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;
- e. When available, a picture of the second key (If no key available, this will be indicated in the “other information” box);
- f. An Aesthetic appraisal report of the vehicle, on both interior and exterior, with pictures of identified damages on the vehicles.

**6.3** BCA does not always hold the vehicle document at the moment of the vehicle sale.

**6.3.1** In the instance where BCA does not have the documents at hand at the moment of the vehicle sale, this information will always be shared on the vehicle page (comment box), both in local language and English.

**6.3.2** Whenever BCA is in possession of the car documents at the moment of the vehicle sale, these documents will be sent to the Buyer as swiftly as possible.

## **7. Physical Auctions and Online Auctions with Auctioneer**

**7.1.** The website publishes physical Auctions held at the BCA offices and/or BCA logistics centres, providing a clear indication of the arrangements for participation, the Auction start and end times, as well as the Vehicles to be auctioned. The physical Auctions also include Live Online Auctions. These are the same physical Auctions which are also broadcast simultaneously on the website, and can be participated in via the appropriate Live Online internet application.

**7.2.** Every Vehicle is identified by its own Product File, which contains information about the Vehicle: technical data, photographs of the Vehicle, mileage, documents attesting to the ownership and/or rights, and all other relevant and/or useful information for the sale. Product Files can be viewed directly on the website. The above-mentioned information regarding the Vehicles is not binding until the start of the Auction and may be modified by BCA until its opening.

**7.3.** At the beginning of each Auction, the auctioneer indicates the starting price set for the Vehicle. Registered Users participate in the Auction by making an offer or bid for the Vehicle under auction, starting from the price indicated by the auctioneer; every subsequent bid must be higher, with an increased bid of at least €100.00 unless otherwise indicated. The bids are made in round numbers, without decimals.

**7.4.** The bids are binding, irrevocable, non-refundable and non-changeable, except as provided by the article 12. The winners of the Auction are therefore bound to fulfil all the obligations under the contract, as established in points 7, 8 and 9 of this article and in articles 9, 10, 14, 17 and 23.

**7.5.** Raising the bid price should be done as follows:

- Registered Users present in the auction hall may raise their hand
- Registered Users participating via the internet application (Live Online) may use the user interface of the website or use a real-time messaging system

Online Auctions and Live Online Auctions have the "automatic" bid option, where the Registered User can indicate the maximum amount they are willing to pay for the Vehicle and the system will automatically raise their bid by 100,00 EUR in reply to counteroffers as they occur, with the aim of achieving the best offer within the limits specified by the Registered User.

In the event of technical difficulties preventing a Registered User from bidding electronically, BCA may accept telephone bids. These must be confirmed by email, from an address known to BCA and linked to the bidder before the beginning of the Auction.

**7.6.** When auctioneer brings down the hammer, the bidder that placed the last, highest bid for the Vehicle becomes the winning bidder and the Auction ends.

**7.7.** At the end of the Auction, the Registered User who made the winning bid automatically agrees to purchase the Vehicle and accepts any request by BCA in connection with completion of the purchase.

**7.8.** If awarded the Vehicle, the winning bidder is obliged to pay the purchase price to BCA, plus VAT if due, plus a commission proportionate to the sale price, according to the fees published on the website and accessible at the following page: [Buyer Fees](#).

This is without prejudice to the provisions of article 8.9.

**7.9.** Purchases made by the Registered User at physical Auctions are personal and any modification or substitution of the winning bidder is prohibited, unless specifically authorised by BCA.

## **8. Online Auction without Auctioneer**

**8.1.** The BCA website will host several Online Auctions, indicating the beginning and end times of each Auction. These times are published on the web page corresponding to the Auction and/or on the general pages of the website and may be modified by BCA at its sole discretion during the Auction.

**8.2.** Each Vehicle is identified by its Product File, viewable directly on the website and containing information about the Vehicle, including technical data, photographs of the Vehicle, Mileage and other relevant and/or useful information for the sale.



**8.3.** The information contained in the Product File published on the website is not binding until the start of the auction and may be modified by BCA until the opening of the auction.

**8.4** Registered Users participate in online Auctions via the user interface of the website by bidding on the Vehicles. The bids are made in round numbers, without decimals.

**8.5.** Online Auctions may be conducted in the following manner:

**a) Bid Auction** (including "xBid" stage): The starting price set for the Vehicle is indicated on the website. The bidder must make an offer starting from the Price listed on the site and each subsequent bid must be higher than the previous one, with a minimum raised bid of 100,00 EUR (one hundred euros), unless otherwise specified. During the auction, the site displays the submitted bids, indicating the date, time and amount of the offers made as they occur. There is an "automatic" bid option, where the Registered User can indicate the maximum amount they are willing to pay for the Vehicle and the system will automatically raise their bid by 100,00 EUR in reply to counteroffers as they occur, with the aim of achieving the best offer within the limits specified by the Registered User.

At the end of the Auction, if indicated on the web page, an additional stage called "xBid" could follow where, for a short period of time, specifically indicated by a countdown timer, all participants will be able to make one or more additional bids for all the Vehicles offered for Auction. All the Vehicles will be individually re-posted on the website, with the last price (provisional winning bid) shown for the Vehicles for which offers were made.

If no additional raised bid is made, the Vehicle will be awarded (still provisionally, pursuant to article 9) to the Registered User who made the last bid during the main Auction. However, if new bids are made, upon every new bid received, the countdown timer will restart for the same short period of time and the Vehicle will be awarded (still provisionally, pursuant to article 9) to the bidder who places the last, highest bid within the time available.

The Registered User who, at the end of the Auction, has placed the highest bid, will be provisionally awarded the Vehicle pursuant to article 9.

**b) Buy-Now Auction:** The website shows the Price of the Vehicle and the bid must be equal to the amount indicated as the buy-now Price. At the end of the Auction, the Registered User who first made the bid will be deemed the winning bidder of the Vehicle. At the close of the Auction any unsold Vehicles will be removed from sale and will no longer be available for purchase.

**c) Sealed-Envelope Auction:** Vehicles will be offered for Auction without any indication being given of the Starting Price. Registered Users will be able to make an offer for the Vehicle without being able to see the offers made by other users for the same Vehicle. At the end of the Auction, the Registered User who made the highest bid of all the bids received will be provisionally awarded the Vehicle, pursuant to article 8 below. If two or more Users made the same highest bid, the bid that was received first (chronologically) will be the winning bid.

**8.6.** In the event of technical difficulties preventing a Registered User from bidding electronically, BCA may accept telephone bids. These must be confirmed by email, from an address known to BCA and linked to the bidder before the beginning of the Auction.

**8.7.** The bids are binding, irrevocable, non-refundable and non-changeable. Decisions regarding the acceptance of an offer rest solely with BCA; BCA may also cancel the auction award and re-offer the Vehicle for sale.

**8.8.** When the Buyer wins an Auction, the Buyer agrees to comply with any request from BCA in connection with completion of the purchase; once the purchase is confirmed by sending an invoice, the winning bidder is required to perform all obligations arising from the winning the auction, as established in points 10 and 11 of this article and in articles 9, 10, 14, 17 and 23.

**8.9.** BCA reserves the right to close an Auction early if it considers that the Auction has been manipulated and/or distorted. In this case, any bid in relation to such an Auction which has closed early will be immediately cancelled.

**8.10.** Purchases made by Registered Users on the BCA website are personal; any modifications or substitutions of the details of the winning Registered User are prohibited, unless specifically authorised by BCA. Photos and documents downloaded directly from the BCA website may not be used prior to the transfer of ownership of the Vehicle. Violation of these provisions gives BCA the authority to immediately suspend the offending party from further access to the website. Changing Registered Users' names is subject to prior agreement of the parties.

**8.11.** Registered Users may not, in any way, seek to distort or manipulate the Auctions. The use of methods and/or means to interfere with the proper functioning of the Auctions is illegal and unacceptable, and gives BCA the authority to take all protective measures it deems appropriate.

## **9. Provisional Award**

**9.1.** If at the end of the Auctions referred to in articles 7 and 8 above, the last bid is lower than the reserve price, the award is considered "Provisional" and the Registered User who made the last bid wins the Vehicle "provisionally".

**9.2.** BCA will immediately inform the winning bidder of such provisional award and request the Seller's authorization to sell at a lower price. This will be communicated within 24 hours from the end of the Auction.

**9.3.** The offer referred to in point 9.1 above is in any case considered as binding and, once accepted by the Seller in the way described below, it will be considered final.

**9.4.** All the provisions of these General Terms and Conditions also apply to sales completed under a Provisional Award.

## **10. Sale Procedures**

**10.1.** All the auctioned Vehicles are put on sale in the state and conditions in which they are offered.

**10.2.** The Auctions are conducted in the manner specified on the website and regulated by articles 7, 8 and 9 above, and may be subject to specific conditions published on the website case by case.

**10.3.** In physical Auctions, the auctioneer declares the end of the Auction and announces the winning bidder to whom BCA will send an invoice containing:

- The price of the Vehicle
- Physical Auction commission
- Fixed costs and taxes

**10.4.** At the end of Online Auctions and Auctions referred to in article 9 ("Provisional Award"), BCA will promptly send the highest bidder a notice by email stating the price offered for the Vehicle or Vehicles.

**10.5.** In cases governed by point 8.5d) ("Closed Envelope Online Auction"), the offer price identifies what the Registered User is willing to pay for the Vehicle, which the Registered User must pay to BCA in full in the event of being awarded the Vehicle.

**10.6.** The sale is deemed to be definitively concluded with the sending of the invoice. From that moment, all the risks associated with the Vehicle are transferred to the buyer.

**10.7.** BCA gives the winning bidders a period of 2 working days from the delivery of the invoice to pay the amounts due and indicated therein:

- The price of the Vehicle
- Fixed costs and taxes
- Auction commission

Any costs of transport, carried out as an extra service by BCA, will be communicated upon specific request and quantified; these costs will in any case be borne by the Winning Bidder and indicated in a dedicated invoice.

**10.8.** BCA will issue a first payment reminder on the third calendar day after the delivery or dispatch of the invoice, and a second payment reminder on the fifth calendar day after the delivery or dispatch of the invoice. In case the Buyer fails to execute the payment within 7 calendar days after the delivery or dispatch of the invoice, BCA reserves the right to cancel the sale and automatically block the account of the Buyer.

**10.9.** In case BCA uses the right to cancel the sale because the Buyer failed to execute the payment within 7 calendar days following the date of the day after the delivery of the invoice, the Buyer owes a cancellation fee of 500,00 EUR per vehicle and will be automatically blocked in all BCA countries.

**10.10.** After receiving payment of the invoice, BCA will, with the help of Agencies and/or third parties appointed by BCA, complete all formalities relating to the sale and transfer of ownership of the Vehicle; BCA will also deliver or send to the Winning Bidder (at the address specified), with the help of Agencies and/or third parties appointed by BCA, the documents relating to the purchased vehicle. In particular, BCA will send by courier: the registration certificate, the certificate of ownership and the vehicle's second key, if any; meanwhile, when the vehicle is picked up, BCA will physically deliver to the Winning Bidder the keys and all

the accessories with which the vehicle was equipped at the time of the award, unless otherwise agreed.

**10.11.** 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.

**10.12.** Once the invoice has been paid and the documentation procedure is complete (explained in point 10.10 above), BCA will issue a specific "Pick-up Order" to the Winning Bidder, allowing the Vehicle to be collected at the place it is being kept, under the conditions specified in that Pick-up Order. If the Winning Bidder appoints a third party to collect the Vehicle, whether a private individual or a transport company, the Winning Bidder must inform the appointed third party of the Terms & Conditions established in this document and the operating instructions contained in the "Pick-up Order".

**10.13.** In the event of non-payment by the Winning Bidder, the fees and commissions related to the sale will still be payable to BCA. In addition, the Winning Bidder will be required to pay the cancellation fee. In any case, BCA reserves the right to automatically compensate for any debt the Winning Bidder may have with BCA using any credit the Winning Bidder may have with BCA.

## **11. Cancellation Request of the Sale by the Buyers**

**11.1.** 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 24 hours will imply validating the purchase, with BCA rightly expecting the full payment.

**11.2.** 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.

## **12. Warranty and Complaints**

**12.1.** Now, our commitment to the Buyers is to provide a response to solve any Claim within 5 working days after having received a Claim request with all relevant information.

**12.2.** BCA also commits to providing an acknowledgment to any claim within a maximum of 24 hours (working days) after the submission of the claim by the Buyer.

**12.3.** 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.

**12.4.** With regard to the contents of the Technical Specifications (available on the following [web page](#)) the specifications of Vehicles, accessories and other items offered for sale by BCA are usually based on information provided by the Seller. Given that the Vehicles sold through Auctions are used, no responsibility can be attributed to BCA for any known and/or knowable defects, including according to the information provided in the Technical Specifications and/or stated in the Product File, up until the delivery of the Vehicle. By way of example, BCA cannot be held responsible for (this is not an exhaustive list): defects to the bodywork, interior (wear), mechanics, "optional" accessories, milometers, delay in delivery of the Vehicle and/or of the relevant documentation.

**12.5.** BCA will not pay compensation for any damages not indicated in the Product File and/or the published photographs and/or inspections and in any case recognisable in terms of the process described in the Technical Specifications.

**12.5.1.** With respect to the specific degree of age and wear, BCA will not provide any compensation for any defects, even hidden ones, that may be found on Vehicles with a mileage of more than 180.000 km or with at least ten (10) years of service from the Vehicle's first registration date, or on non-running and damaged Vehicles.

**12.5.2.** BCA will only consider and act upon complaints relating to discrepancies/anomalies/hidden defects, sent by Buyers who, at the date they submit their complaint, are up to date with all payments due to BCA Italy. If a Buyer sends a complaint without the aforementioned requirement being met, the Buyer will receive notice from BCA indicating the amount due and methods of payment. Once the debt has been settled, BCA will immediately process the complaint.

**12.5.3.** The Buyer can view all the most up-to-date information by consulting the web page [Appraisal & Mechanical report](#)

**12.6.** Any complaints reporting discrepancies compared to what was communicated by BCA and/or which are recognisable in terms of points 12.2. and 12.3. above, should be submitted, under penalty of forfeiture, at the time of Vehicle collection, in the following ways:

a) 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.

b) 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.

**12.6.1.** If collection is carried out "on the road" with a "test plate", without using a transporter with a car carrier trailer, by the Buyer or their proxy, at BCA's offices or a BCA-affiliated

centre, any risk related to transportation and any damage will be the responsibility of the buyer.

**12.7.** Any complaint reporting any defect, hidden included (Art. 1495 CC), may only be sent to BCA in the following circumstances:

- a) The Vehicle has been driven less than 50 kilometres since the time of collection by the Buyer
- b) No more than 2 working (48 hours) days have passed from the time of the pick up of the vehicle when the transport has been organized by the buyer
- c) No more than 1 working (24 hours) days have passed from the time of the delivery of the vehicle when the transport has been organized by BCA
- d) Within 10 working days of BCA sending the Pick-up Order to the Buyer to collect the Vehicle without the collection having taken place.

The complaint must be sent in writing to BCA using the [form link](#) available [on the website](#).

**12.8.** The notification to open the complaint must include:

- a) Vehicle number plate or, for Vehicles without a number plate, the invoice number
- b) DDT/CMR double signed and accepted by all the parties (carrier and addressee), with the indication of the anomaly found initialled specifically also by the carrier
- c) Detailed and exhaustive photos of the discrepancy/defect
- d) Diagnosis and detailed repair quote issued by the manufacturer, i.e. by an official dealer or an authorised subsidiary service station, on headed paper with details of the type of repair, hours of labour, supplies, replacement parts to be used, etc.

**12.8.1.** BCA reserves the right to request additional supporting documentation from the Buyer, which must be sent within 5 working days of the request. In the event of delays, the complaint will not be considered.

**12.8.2.** Any complaints filed in a different way and/or with incomplete information will not be considered.

**12.8.3.** In such a case, except for a situation of absolute necessity, no work should be performed on the Vehicle without prior authorisation from BCA.

**12.9.** If necessary, BCA will appoint a third-party company to inspect the vehicle. The opinion of this third party will be considered binding on the parties.

**12.10.** If the complaint is upheld, BCA may arrange the repair directly, at a service station of its choice or, upon receipt of a specific receipted invoice, reimburse the Buyer for the expenses incurred for repairs carried out on the Vehicle, applying to the above amount (excluding labour costs) an excess equal to 350 EUR (excl. VAT) for mechanical defects and 350 EUR (excl. VAT) for body work damage.

**12.11.** If, as a result of a complaint, BCA decides to cancel the sale and refund the price of the Vehicle, the reimbursement procedure, in the event that the Vehicle has already been collected by the Buyer, the payment will occur within 4 working days after the confirmation of the claim submission outcome to the Buyer.

**12.11.1.** In case of needed return of the vehicle, BCA and the Buyer will coordinate and agree on the most efficient return of the vehicle.

- a) At the time the sale is cancelled, BCA is allowed to refund the Buyer an amount equal to 50% of the amount that the Buyer paid (the "Deposit").
- b) BCA will refund the remaining 50% of the amount due (the "Balance") when the Vehicle is returned to BCA, after BCA technicians have examined the condition of the Vehicle at the time of Delivery. If the Vehicle is damaged or, in any case, in a worse condition than it was at the time of delivery (with the exclusion of the damages that are the subject of the claim), BCA will be entitled to withhold the Balance (or part of it) as compensation (partial and/or total) for damage that occurred after delivery to the Buyer.

**12.12.** Anyway, 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 return the car. The Invoice of repairs organized by buyer through car mechanic could be asked in case of financial compensation accepted by BCA.

### **13. Withdrawal**

**13.1** It is only permitted to withdraw from the purchase of a Vehicle in the circumstances set out below, which are considered mandatory:

- a) The Seller not having the right to sell the Vehicle;
- b) Transcripts or registrations in favour of third parties in the Public Automobile Register;
- c) Proven tampering with the milometer, demonstrated by an official source (such as, for example, the manufacturer, an official dealer or an authorised subsidiary service station), subject to a tolerance of 15%;
- d) Discrepancy of the brand, model or configuration compared to the information provided by BCA, only if this is not directly visible and verifiable from the photographs published at the time of sale.

### **14. Payment Methods**

**14.1.** Payment for the purchased Vehicle must be made no later than 2 working days from receipt of the invoice.

**14.1.1.** The Buyer is obliged to pay the purchase price, plus VAT if applicable, as well as fees, commission, any additional administrative costs (e.g. transfer of ownership), transportation costs (if the Buyer agrees to delivery with BCA's courier), and all other costs

specified in the personally delivered and/or mailed invoice(s) sent to the buyer at the address given to BCA.

**14.1.2.** The Vehicles sold will be invoiced by BCA to the Buyer and will contain the Buyer's details as specified on the website and/or as communicated via recorded mail pursuant to article 11.4 above.

**14.2.** Failure to pay the amount due within the terms specified will result in automatic cancellation of the sale, subject to BCA's right to grant, at its sole discretion, a longer payment term.

**14.2.1.** The defaulting Buyer will still be required to pay BCA the costs and expenses established in article 10.13 above.

**14.2.2.** If payment is not made on time for reasons independent of BCA, the Winning Bidder will be required to pay BCA the amount indicated on the invoice plus interest as required by law.

**14.3.** The Winning Buyer must pay by bank transfer or another form accepted by BCA.

## **15. Deletion of Registered User Profiles**

**15.1.** In the event of failure to comply with these Terms and Conditions and/or unlawful conduct by the Registered User and/or Proxy, BCA reserves the right to suspend and/or delete, temporarily and/or permanently, the account of the Registered User concerned and the relevant Username and Password required to log in to the website.

**15.2.** 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 300,00 EUR of payments overdue for a period greater than 30 calendar days.

**15.3.** If the deleted User wishes to be readmitted to participate in the Auctions, subject to BCA's consent to readmission, the User concerned must re-register and pay 600,00 EUR as an unblocking fee.

**15.4.** The payment of the fee does not automatically imply the unblocking of the account. As a rule, BCA will charge 600,00 EUR 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).

## **16. Termination Clause**

**16.1.** BCA reserves the right to delete/cancel the Awards/Sales of the Vehicles at any time, with express waiver of the rights of the Winning Bidder/Buyer to any claim.

## **17. Collection of Vehicles**



## **17.1. Purchase Within the Buyer's Country**

**17.1.1.** When a vehicle is bought within the same country as the country of the Buyer (Example: Italian Buyer buying in BCA ITALIA), the Buyer has the option to:

- a)** Ask BCA to organise the transport (recommended for peace of mind),
- b)** Contract a third-party professional Finished Vehicle Transport company,
- c)** Self-pick-up of the vehicle (this option is only available for a running and non-damaged vehicle; Any non-running or damaged vehicle must be transported by professional Finished Vehicle Transport company).

- The vehicle collection (by the Buyer or the Transport Company contracted by the Buyer) requires a prior appointment with the pick-up location. Appointments must be taken with a 24h notice (working hours), by contacting the pick-up location. Some pick-up locations may require more notice.
- The Finished Vehicle Transport company contracted by the Buyer shall comply to all road safety regulations for transport of finished vehicles. For health and safety purposes, BCA will refuse the hand-over of the vehicle to any transport company not providing a compliant vehicle transport solution (Car carrier truck).
- The Buyer has to secure all EU VAT compliance requirements and related administrative paperwork: Customer Declaration, CMR /DDT, proof of transport insurance issued by the third-party transport company or a Transport purchase invoice.
- Any Finished Vehicle Transport company or person not having a BCA pick-up order, waybill (CMR) and the appropriate equipment for loading the Vehicle, will be denied access to the Vehicle. BCA may not be held liable for any damage whatsoever, howsoever caused, during pickup by the Buyer or the Transport company contracted by the Buyer.

**17.1.2.** Every Vehicle purchased must be collected by the Buyer no later than 7 working days from receipt of the Pick-up Order, by appointment which must be made with the pick-up location 24 hours before collection, without prejudice to the provisions of article 9.6 ("transfer of risk"). From the seventh working day, unless otherwise agreed between the Parties, the Winning Bidder will be charged the cost of parking as shown on the "Parking Fees" page [on the website](#).

**17.1.3.** After 15 days from the date of the Pick-Up Order, in if the Vehicle has not been collected by the Winning Bidder or their Proxy, BCA reserves the right to consider this situation as a cancellation triggered by the Buyer (Conditions of section 15 apply).

**17.1.4.** Without prejudice to the provisions in point 17.1.1. above, BCA offers the Buyer an "Extra delivery service" for the Vehicle, which must be requested in writing by the interested party at: [logistics.ita@bca.com](mailto:logistics.ita@bca.com) and agreed beforehand between the Parties.

**17.1.5.** The price of the service offered by BCA depends on the delivery location for the Vehicle, and is therefore calculated based on distance. The price can be automatically calculated on the BCA website. The Buyer must pay all the fees for the service before delivery, unless otherwise agreed between the Parties. Any risk relating to transportation

will be borne by the Buyer. BCA is exempt from any liability, even if the transportation is arranged by BCA.

**17.1.6.** In the event of late delivery, BCA will not be held responsible and the Buyer may not demand a refund.

**17.1.7.** The Buyer must organise the transport of the vehicle only through a professional finished vehicle transport company.

## **17.2. Purchase Outside of the Buyer's Own Country**

**17.2.1.** in this case, when a car is bought from a country that is foreign to the buyer's country, the buyer has the option to:

- a) Ask BCA to organize the transport;
- b) Contract a third-party professional transport company.

No self-pick-up of the vehicle is allowed when the purchase of the vehicle is taking place outside of the buyer's own country.

The Buyer must organise the transport of the vehicle only through a professional finished vehicle transport company.

**17.2.2.** BCA applies automatic transport to all vehicles (except non-runners) for all non-Italian companies based in the EU (please check the [countries list on the following webpage](#)). The cost of the transport will be automatically included in the invoice of the vehicle.

**17.2.3.** BCA offers cross-border automatic transport to all its buyers across Europe. By subscribing to this delivery service, European Buyers benefit the following:

- A cost efficient and timely delivery service across Europe;
- Avoidance of VAT risk exposure and related compliance paperwork;
- Avoidance of cost related to Parking Fees;
- Avoidance of vehicle pick-up related administration paperwork;
- 24 hours window, following the vehicle delivery, to raise claims (see article 12)

**17.2.4.** A buyer not subscribing to cross-border automatic transport with BCA implies:

- The Buyer must organise the pick-up, transport and the delivery of the vehicle at its own risk;
- The Buyer must organise the transport of the vehicle only through a professional finished vehicle transport company;
- The vehicle collection (by the Buyer or the Transport Company contracted by the Buyer) requires a prior appointment with the pick-up location. Appointments must be taken with a 24h notice (working hours), by contacting the pick-up location. Some pick-up locations may require more notice.

- The finished vehicle transport company contracted by the Buyer shall comply to all road safety regulations for transport of finished vehicles. For health and safety purposes, BCA will refuse the hand-over of the vehicle to any transport company not providing a complying vehicle transport solution (Car carrier truck);
- The Buyer has to secure all EU VAT compliance requirements and related administrative paperwork: Customer Declaration, CMR /DDT, proof of transport insurance issued by the third-party transport company or a Transport purchase invoice.

**17.2.5.** Failing to comply to these terms in the given leadtime implies a direct risk on the refund of the VAT Deposit to the buyer by BCA (complying with EU VAT regulations).

**17.2.6.** The pick-up of the vehicle must be executed within 9 calendar days following the day of the Pick-Up Order.

**17.2.7.** From the ninth working day, unless otherwise agreed between the Parties, the Winning Bidder will be charged the cost of parking as shown on the "Parking Fees" page [on the website](#).

**17.2.8.** After 15 days from the date of the Pick-Up Order, in if the Vehicle has not been collected by the Winning Bidder or their Proxy, BCA reserves the right to consider this situation as a cancellation triggered by the Buyer (Conditions of section 15 apply).

### **17.3. Different Delivery Address**

**17.3.1.** Within the same country of destination, 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](#)"). By signing this document, the Buyer confirms and agrees:

- The Buyer has requested that all vehicles and related documents/accessories are to be delivered to the alternative address, being located in the confines of Buyer's country of EU VAT registration;
- The Buyer further agrees that the address provided is controlled or managed by the Buyer, or by an agent under instruction of the Buyer and is able to safely and securely take delivery of motor vehicles at this address;
- The Buyer agrees to take full responsibility of all vehicles after delivery has been fulfilled to the specified receiving address. Regular claim conditions, according to terms & conditions of the Seller, still apply. CMR's must be returned to BCA and validated under standard procedures along with completing and returning a receipt of delivery form where required;
- Stamp and signature on all CMR's must relate to the Buyer.

### **18. Special Disposition: Electric Vehicles**

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.

## **19. Liability**

**19.1.** BCA will not assume any liability for any damage to a Registered User from the sales contract and/or the use of the BCA platform, nor for any damage (direct or indirect, in particular for loss of profits, customers or revenue) arising in any way from access and/or use of the website and/or use of its services by the Registered User.

**19.2** Should a liability of any kind be allocated to BCA, it will be liable only within the limits of the amount of the sums received and/or the sums it should have received for the services provided.

## **20. Force Majeure**

**20.1.** Force majeure circumstances are circumstances that could not have been reasonably foreseen by BCA or which are outside its control or which make it impossible or excessively burdensome for the BCA to meet its obligations.

**20.2.** Should force majeure circumstances persist for more than three weeks, then BCA, the Seller, or the Buyer will have the authority to cancel the contract by sending a registered letter with acknowledgement of receipt, without entailing any obligation to compensate and/or any other obligation towards the Registered User, the Seller, and/or third parties.

**20.3.** By way of example, the following are considered cases of force majeure: strikes, diseases that affect more than 50% of staff, late delivery or non-delivery of the Vehicles from suppliers, transport disruptions, delays in completing documentation not directly attributable to BCA, embargoes or boycotts, severe weather conditions such as floods, persistent frosts, storms or hail and/or power cuts.

## **21. Applicable Law and Competent Court**

**21.1.** All relations between BCA and Registered Users are governed solely by Italian law.

**21.2.** Any disputes relating to the validity, interpretation, application and/or termination for any reason of these General Terms and Conditions will be settled exclusively by the Court of Milan, with the exclusion of any other court.

**21.3** By processing of personal data, according to art. 13 GDPR - Regulation (EU) 2016/679, after viewing the specific information available in extended version on the [Website](#). The processing, storage and transmission of personal data is carried out in compliance with any precautionary measure, which guarantees their security and confidentiality, in accordance with the provisions of the GDPR, for the sole purpose of being able successfully to realize the obligations laid down by law, civil law and tax rules related to the economic activity of the company, including the management of payments resulting from the execution of contracts.

## **22. Tolerance / Invalidity of Terms**

**22.1.** The waiver or inaction in the application of any of the clauses of this contract cannot constitute a waiver in regard of those clauses, but will be considered mere tolerance.

**22.2.** The invalidity of any of the clauses of this contract cannot affect the validity of the other clauses.

## **23. Taxes and Costs**

**23.1** All taxes, fees and other charges that are due following the conclusion of a contract of sale, unless otherwise indicated, are borne by the Buyer.

**23.2.** In the event of the sale of Vehicles to Buyers based outside Italy, additional and different contractual terms may apply, to be considered supplementary and/or derogate from these General Terms and Conditions. In any event, the Buyer is obliged to take responsibility for and bear the costs of any administrative procedures related to export.

## **24. Communications**

**24.1** Unless otherwise specified, legal communications should be sent to the registered office of BCA as indicated on the website and to the email address *info.ita@bca.com* provided to users during the registration process.

**24.2.** BCA will send any legal notices to the email address of the Registered User specified during the registration process.

**24.3.** In accordance with articles 1341 and 1342 of the Italian Civil Code, the Registered User expressly declares to have read, understood and approved individually and specifically the following articles:

2 (Terms and Conditions of Use), 3.4 (BCA's right to refuse participation in Auctions to Registered Users), 4.2 (BCA's right to temporarily and/or permanently exclude Registered Users from Auctions), 4.3 (data to be provided when registering on the BCA website), 4.9 (BCA's right to refuse website registrations and/or block access and/or delete Registered Users), 4.12 (BCA information on date suspension by any means), 7.4 (encumbrance, irrevocability, immutability, non-refundable tender bids), 7.5 (BCA's right to accept telephone bids in physical auctions), 7.8 (acceptance of the right of BCA to receive fees referred to in the link), 7.9 (immutability of the person awarded the physical auction), 8.6 (right of BCA to accept telephone bids in online auctions), 8.7 (encumbrance, irrevocability, immutability and non-refundability of tenders. BCA's right to auction the vehicle again), 8.9 (BCA's right to close the auction early), 8.10 (immutability of the of the person awarded in the online auction. Prohibition of private acts on the vehicle before the closing of the purchase. BCA's right to exclude access to the offenders' website), 9 (provisional award), 10.6 (transfer of risk following award), 10.13 (penalties for failure to fulfil obligations), 12.4 (exclusion of BCA's liability for known-knowable defects), 12.5.

(exclusion of liability of BCA and exclusion of right to reimbursement for damages not indicated in the Product Sheet and/or photographs and/or verifiable according to the procedures referred to in the Technical Specifications), 12.5.1. (No right to compensation for damage, including concealed, for vehicles more than ten years and/or more than 180,000 kilometers), 12.5.2 (suspension of the examination of complaints to BCA until the payment of sums due to BCA has been settled), 12.6. (modalities and time limits in the presentation of complaints) 12.7/12.8 (modalities and time limits for the submission of complaints and/or denunciations of hidden defects and/or defects), 12.9 (constraint for the parts of any expert opinion requested by BCA to third parties), 12.10 (exemption in the event of complaints, methods of reimbursement), 13 (termination of contract), 14.2.2 (consequences of non-payment of the Vehicle awarded at auction), 15 (deletion of the profiles of the Registered User from the website and the modalities of his readmission), 15.4 (profile unlock penalty), 16 (withdrawal from the contract), 17.1.2 (faculty and obligations of the Buyer in case of pick-up of the Vehicles; parking charges), 17.1.3. (consequences of failure pick-up of Vehicles), 17.1.4. (extra delivery service), 17.1.5 (price of the extra delivery service), 17.1.6. (exclusion of liability of BCA in case of delay in delivery), 17.2.1 (faculty and obligations of the Buyer to carry out cross-border transport), 17.2.7. (parking fees), 17.2.8. (consequences of failure pick-up of Vehicles), 17.3. (assumption of responsibility of the Buyer in case of indication of a different delivery address), 18 (takeover of lease of the battery of Electric Vehicles), 19 (exclusion of liability of BCA for use of the platform), 20 (force majeure), 21 (applicable law and jurisdiction), 23 (fees and costs).

## **BCA SUPPLEMENTARY CAR AUCTION CONDITIONS, APPLICABLE TO BUYERS FROM EU COUNTRIES**

### **INTRA-COMMUNITY ACTIVITIES**

1. BCA Italia s.r.l., with registered office in Via Emilia 143/A, Montanaso Lombardo (LO), 26836, Italy, hereafter referred to as "BCA", provides the opportunity for buyers from the automotive sector, located in EU countries, to participate in its auctions and to buy used cars, after registration at BCA website ([it.bca-europe.com](http://it.bca-europe.com)) with explicit acceptance of the General Terms & Conditions and of these Supplementary Conditions, available on the BCA website.

2. Intra-communitarian purchases are VAT-free for Buyers from EU countries, except for vehicles qualified as "Margin". Vehicles sold as "Margin" are subject to the European Community VAT Margin system, meaning that vehicles and services are considered as being "VAT inclusive".

3. To take advantage of this benefit, BCA, for each purchase, will ask Buyers some documents in order to demonstrate to the Italian VAT Authorities that the vehicle has moved to another EU country and that this export has taken place within 1 month after the purchase. This benefit does not work for "Margin" vehicles; in any case, also for this type of vehicles, Buyers have to provide the right documentation to demonstrate the export within 1 month after the purchase.

4. BCA will send to the Buyer the invoice for the vehicle, together with the "VAT Deposit" agreement. Therefore, the Buyer will pay an invoice containing the price of the vehicle, commissions, fixed costs and taxes, if requested, and an additional amount, as a "VAT Deposit", equal to 22% of the price of the purchased vehicle (taxes included). He will also send to BCA, via e-mail or fax, a copy of the "VAT Deposit" agreement duly completed and signed by the legal representative of the buyer company. This last amount will be refunded after presentation of proof of intra-communitarian export, as regulated in paragraph 7.

5. BCA will send the "Pick-up order" to the Buyer only after getting the payment of all amounts stated in the invoice. The Buyer has to send to BCA the proof of payment within 48 hours after the closing of the sale. In case of failure or partial payment of the invoice, the vehicle will not be authorized.

6. Pick-up is permitted only from third party transport companies, and the legal representative of the buyer company has to send to BCA, after the payment and before the pick-up, copies of these documents:

- "Pick-up proxy" signed by the legal representative of the buyer company;
- Passport or ID card of the driver engaged by the transport company.

7- "VAT Deposit" will be refunded to the Buyer only when BCA receive in original the CMR (international waybill), completed with all this information:

- Departure date in spaces 4 and 21;

- Pick-up compound stamp and signature in space 22;
- Transporter stamp and signature in space 23;
- Arrival date, delivery compound stamp and signature in space 24.

8. If requested documents will not be sent to BCA within 1 month from the invoice date, the sale will be considered "local", the VAT will be applied and the "VAT Deposit" will not be refunded because used to pay the Italian VAT. This rule will be applied also for "Margin" vehicles.



## **BCA SUPPLEMENTARY CAR AUCTION CONDITIONS, APPLICABLE TO BUYERS FROM COUNTRIES OUTSIDE THE EUROPEAN UNION**

### **EXPORT**

1. BCA Italia s.r.l., with registered office in Via Emilia 143/A, Montanaso Lombardo (LO), 26836, Italy, hereafter referred to as "BCA", provides the opportunity for buyers from the automotive sector, located in countries outside the European Union (EU), to participate in its auctions and to buy used cars, after registration at BCA website ([it.bca-europe.com](http://it.bca-europe.com)) with explicit acceptance of the General Terms & Conditions and of these Supplementary Conditions, available on the BCA website.

2. Purchases are VAT-free for Buyers from countries outside the EU, except for vehicles qualified as "Margin". Vehicles sold as "Margin" are subject to the European Community VAT Margin system, meaning that vehicles and services are considered as being "VAT inclusive".

3. To take advantage of this benefit, BCA, for each purchase, will ask Buyers some documents in order to demonstrate to the Italian VAT Authorities that the vehicle has moved to a country outside the EU and that this export has taken place within 1 month after the purchase. This benefit does not work for "Margin" vehicles; in any case, also for this type of vehicles, Buyers have to provide the right documentation to demonstrate the export within 1 month after the purchase.

4. BCA will send to the Buyer the invoice for the vehicle, together with the "VAT Deposit" agreement. Therefore, the Buyer will pay an invoice containing the price of the vehicle, commissions, fixed costs and taxes, if requested, and an additional amount, as a "VAT Deposit", equal to 22% of the price of the purchased vehicle (taxes included). He will also send to BCA, via e-mail or fax, a copy of the "VAT Deposit" agreement duly completed and signed by the legal representative of the buyer company. This last amount will be refunded after presentation of proof of export, as regulated in paragraph 7.

5. BCA will send the "Pick-up order" to the Buyer only after getting the payment of all amounts stated in the invoice. The Buyer has to send to BCA the proof of payment within 48 hours after the closing of the sale. In case of failure or partial payment of the invoice, the vehicle will not be authorized.

6. Pick-up is permitted only from third party transport companies, and the legal representative of the buyer company has to send to BCA, after the payment and before the pick-up, copies of these documents:

- "Pick-up proxy" signed by the legal representative of the buyer company;
- Passport or ID card of the driver engaged by the transport company.

7. "VAT Deposit" will be refunded to the Buyer only when BCA receive a copy of one of these documents that guarantee the export of the vehicle to a country outside the EU:

- Customs bill (Italian or of another country)
- Invoice stamped by Customs

- Documento di Accompagnamento Esportazione (DAE) or equivalent document for the other EU countries.

The document sent to BCA must clearly state the MNR (Movement Reference Number) and the identifying elements of the vehicle to proceed to the export notification with "Stopped/Exported" status, available on the European Taxation and Custom Union website.

8. If requested documents will not be sent to BCA within 1 month from the invoice date, the sale will be considered "local", the VAT will be applied and the "VAT Deposit" will not be refunded because used to pay the Italian VAT. This rule will be applied also for "Margin" vehicles.