

1. Liability of BCA Bilauksjon AS

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

1.2 The vendor is obliged to indemnify BCA for any claim, including interest and costs, made against BCA 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 may require external assistance at the expense of the vendor in order to speed up this case handling. The vendor will also be invoiced for internal costs that BCA may have in connection with the processing of the matter. BCA has the right to withhold settlement of a vehicle to the vendor until it is documented that liabilities, residual debt and notes have been cancelled from the registration of Title.

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

2. Auction Types and Definitions

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

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

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

- 2.1.2 **Bid:** The offer amount in local currency or Euros which has been received by BCA for a vehicle and which BCA has confirmed with the bidder. A bid is unconditional and irrevocable for a period of 24 hours after the end of the bidding period.
 - 2.1.3 **Registered user:** user having had a registration process completed and provided with credentials to access the BCA auctions.
 - 2.1.4 **Buyer:** Third party purchasers of vehicles from BCA auctions.
 - 2.1.5 **Fees:** The standard fees for BCA's regular services.
 - 2.1.6 **Auction price:** The highest bid offered on the Auction made by a buyer, against which the auction is closed.
 - 2.1.7 **Purchase price:** The awarded bid (the auction price), fees, vehicle registration tax, VAT and any agreed transport costs.
 - 2.1.8 **Vehicle:** Any item presented and displayed by BCA on its auction websites or other sales documentation, or any item sold by BCA, consisting of passenger vehicles, commercial vehicles and other moveable property and components.
 - 2.1.9 **Vendor:** The original owner of the vehicle being offered for sale.
- 2.2 **Online auctions** are the default method for buying a vehicle at BCA, with all the same information available as a physical auction but are far more convenient to attend. Automotive professionals must register in advance as a user of BCA's websites, portals or other auction platforms. registration must be carried out truthfully and only by authorised persons. See section 3 for further details.
- 2.3 **Direct Purchase** is where there is no bidding for a vehicle, but instead a fixed price and a guaranteed option to purchase at the advertised price. This can take the form of the BCA EuroShop or Buy Now.

3. Buyer registration

- 3.1 Only professionals with company activity codes 45.1, 45.2, 45.3, 45.4, 49.3, 49.4, 77.1 and 77.3 can apply for online registration at BCA. The professional wishing to take part in auctions organised by BCA must first register by completing and submitting the online registration form. Proxies may also participate in BCA auctions, in the name of and on behalf of the registered user (by creating different profiles within the account of the registered user on the BCA website). The applicant will be contacted by BCA within 1 working day after submission of his registration to validate and check compliance with the legislation in force and the internal guidelines on VAT, legal and risk management.
- 3.2 BCA will provide any new registered user with a mandatory training on the general use of the platform and functioning of the auctions. A live or recorded demonstration will be provided as part of the training. Only once the training has been provided will the access to the auctions be provided to the registered user.
- 3.3 The website registration and viewing of the vehicle pages and their offers is free of charge and accessible to everyone. The registration allows the newly registered users to also use the auction service provided by the website. The registration is deemed to be complete when the procedure is performed correctly and a username and password are assigned.
- 3.4 BCA reserves the right, when deemed necessary, to ask for any further information prior to validating a registration or after the registration. Failing to provide any document requested, the account of the Automotive professional may be suspended, pending presentation of the document(s), or permanently suspended.

- 3.5** Once the registration is complete and validated, the Registered user will be able to change the assigned password. Registered users are required to keep their access data private. Should a Registered user become aware of any unauthorised access or suspect misuse of their details, they must immediately inform BCA. Registered users who do not meet these reporting requirements are responsible for any unauthorised use of their login details. If the misuse is promptly notified, BCA will activate a password-change procedure, temporarily suspending the account and freeing the Registered user from liability for the misuse of their login details.
- 3.6** After the first purchase of the Registered user (now buyer), BCA will contact the buyer and provide a comprehensive after-sales support over the phone to ensure the vehicle can be made quickly available for delivery.
- 3.7** Notwithstanding any duly validated registration, BCA reserves the right to temporarily or permanently suspend the registration and related access to auctions for the following reasons including, but not limited to:
- Failure to communicate or provide any document requested by BCA,
 - Failure to pay within 7 days after invoice date,
 - Improper 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.
- 3.8** BCA shall inform the automotive professional of the suspension of its account by any means.

4. Vehicle Classification

4.1 The information made available to the buyer

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

- A description of the vehicle,
- Make
- Model
- First Year of registration
- Odometer Reading (+/- 50km)
- Gearbox Type (automatic/manual)
- Fuel/energy type (petrol/diesel/full electric/alternative energies)
- 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 Mechanical Classification

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

4.3.2 Cat. B: Engine, gearbox and differential must be functional due to age and mileage (minor noise may occur). Any complaints in this category can only be made on the above mentioned parts and always with an excess (see point 10.4). Damages mentioned in reports or elsewhere in writing can not be claimed – service and wear parts are also not claimable.

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

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

4.4 Cosmetic Classification

4.4.1 Vehicles are not inspected on lift, and the undercarriage will not be checked for any damage and complaints cannot be made in this regard.

4.4.2 If the vehicle's external condition is inspected, this is done from a standard angle at 2-metres' distance and at a 90 and 45-degree angle. Damage that is not visible from this distance, as well as normal cosmetic wear due to the age, mileage and official use of the vehicle, as well as cosmetic damage that can be repaired by "smart repair" methods, will not be inspected.

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

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

- **Classification 1:** 0 – 2 parts/panels with damage
- **Classification 2:** 3 – 4 parts/panels with damage
- **Classification 3:** 5 – 6 parts/panels with damage
- **Classification 4:** 7 or more parts/panels with damage
- **Classification 5:** Damage to several parts and/or collision damage on 1 – 2 parts with possible effect on underlying structural and mechanical components
- **Classification "-" (minus):** No classification: major damage/heavily damaged vehicle

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

4.4.4 Rims: Damage to rims is not eligible for complaint

4.4.5 Windscreens/glass: There is no guarantee that there is information provided about damaged or cracked windscreens - no complaints can be made in this regard.

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

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

4.5 Technical Components

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

4.5.2 Technical/other mechanical components: Depending on the defect, this is always evaluated based on the vehicle's first registration year and mileage (assessed on a case by case basis).

4.5.3 Electronics: Depending on the type of defect, but this is always evaluated based on the vehicle's first registration year and mileage (assessed on a case by case basis).

4.5.4 Service and wear parts: No right of complaint concerning e.g. brakes, suspension, undercarriage, exhaust, clutch, flywheel, axle shafts, transmission etc.

4.5.5 Setting/adjustment (tracking, axles, etc.): No right of complaint (buyer's risk).

4.6 Equipment

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

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

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

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

4.7 Other Accessories

- 4.7.1** Service/warranty booklet, extra key and COC document: This will be forwarded in cases where they are listed for the vehicle in the catalogue. If service book/keys are visible on the pictures, the buyer will find them in the vehicle.

4.8 Previous damage/Undisclosed damage

- 4.8.1** The buyer accepts that paint and bodywork may have been authorized out on several parts of the vehicle, which may have been performed due to paint damage/excessive paint wear and collision damage. These repairs are made according to the craft standards of the relevant country from which the vehicle originated (1st registered country), which is considered acceptable.

The vehicles are not checked by either BCA or the vendor for any previous damage/accidents/collisions that have been repaired/remedied. Often the vendor has no information about this. If the buyer determines that the vehicle has had previous damage/accident/collision, this is not to be considered as a deliberate act by BCA or the vendor. The buyer accepts that it is unknown whether the vehicles offered have had damage/accident/collision.

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

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

5. The Auction Item

- 5.1** Neither the vendor nor BCA are liable for performed maintenance, whether by authorised or independent workshops. The vendor or BCA are also not liable for any maintenance not performed. Additional information about maintenance/services cannot be obtained later, if not received from the vendor before an auction.
- 5.2** Except for classifications - see section 4.3 - the vehicles are sold in the condition in which they are found, as seen by the buyer, and without any warranty of any kind.
- 5.3** A vehicle's registration certificate is always included, unless otherwise is stated - even though not present at BCA at the time of auction, BCA will procure it. In such cases, this is always disclosed on the vehicle in question. However, the aforementioned does not apply to a vehicle's insurance, since these are never included. A somewhat longer processing time should be expected for sales from bailiffs, lawyers and finance companies, and it will normally take 2-3 months and sometimes longer, before any lien/mortgage is removed.
- 5.4** Vehicle documents are always sent by courier to the buyer.
- In case of local sales, if the vehicle documents are not sent to the buyer within 20 working days from the moment of received payment, buyer may request sale cancellation. Transport costs, if applicable, are borne by BCA.
 - In case of cross-border sales, if the vehicle Documents are not sent to buyer within 10 working days from the moment of receiving of signed and stamped CMR, buyer may request sale cancellation. Transport costs, if applicable, are borne by vendor/ BCA.
- 5.5** The buyer has a responsibility after delivery/receipt of the vehicle and the related registration certificate's, to verify that the following is in accordance with the information in the catalogue/online catalogue:
- Vehicle chassis number
 - Invoice
 - VAT and tax status
 - Remarks (e.g. cancellation, leasing/rental clause, which entail regulatory requirements for inspection or other requirements)
 - 1st registration date
 - Mileage

- 5.6** If a vehicle purchased from BCA is to be registered in another country, the buyer is always required to get bearings about the rules and regulations for this. BCA can not help with this - nor can additional documents / effects, that were not supplied with the vehicle, be obtained from BCA.
- 5.7** The vehicle is sold free of liabilities. If encumbrances have not been cancelled before delivery, BCA may issue a declaration that the encumbrance(s) will be cancelled within a reasonable time. If such a declaration is made, the buyer may not make any deficiency claims as a result of the encumbrances. BCA may request external assistance at the vendors expense to expedite this case processing and may similarly invoice the vendor for internal costs that BCA may have in connection with the case processing. BCA has the right to await the settlement of a vehicle belonging to the vendor until all encumbrances have been settled.

6. Auction Proceedings

- 6.1** Any buyer must have the same chance to purchase a car than any other buyer, independent from the number of purchases the buyer makes, the country they are based in, or the sales channel he/she has opted for. BCA will not sell in bulk. We will sell the vehicles one by one, allowing each buyer to buy only one vehicle at a time.
- 6.2** An auction catalogue is prepared for the auction. The auction catalogue is for guidance only and the right is reserved to announce changes during the auction.
- 6.3** Anyone bidding on behalf of someone else thereby obligates themselves as a guarantor.
- 6.4** If the minimum price is not reached, the vendor/auctioneer may decide that no hammer stroke may be given, whereby the vehicle is withdrawn.
- 6.5** A bidder with the highest bid in online auctions is bound by his bid for 24 hours after the hammer stroke and the auction has expired regardless of whether the minimum price has been reached.
- 6.6** If BCA accidentally auctions off an incorrect vehicle, or with incorrectly stated VAT or registration tax status, the buyer 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 will be liable for damages for the immediate documentable expenses that the buyer has had on the vehicle in question, e.g. outlay for fuel and transport costs.

6.7 Cancellation Requests

- 6.7.1** BCA accepts first 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 sale time. If the second purchase cancellation within 24 hours following the sale time in a given calendar is requested, BCA accepts the cancellation and charges 500 EUR fee. The third sales cancellation request for a vehicle in a given calendar year, will be automatically refused and an account blocked. Failing to request the sales cancellation through the claims online form within the given 24 hours following the sales time will imply validating the purchase, with BCA rightly expecting the full payment.

7. Purchase Price and fees

- 7.1** The auction fee plus VAT is added to the amount bid in accordance with the applicable list of fees, which is displayed on www.bca.com. If the vehicle is subject to VAT, the VAT rate applicable at any given time will also be added. fees are invoiced with the same VAT status as the vehicle's bid amount.
- 7.2** The buyer receives an email containing an invoice stating the bid amount, fee and transport.
- 7.3** Payment must be made within 2 working days from the issue of the invoice by transfer from the bank account which is on buyer's name.
- 7.4** If the bank account is not in a country where the company has its seat, BCA has a right to contact the buyer and ask a payment to be executed from the country where the company has its seat, unless customer provides us with the proof of ownership to the bank account in a country from which he executed a payment.
- 7.5** BCA is at the earliest obliged to release the vehicle for transport when the payment is visible and irrevocably received by BCA.
- 7.6** The buyer's account will be temporarily blocked if the full payment is not received by the 7th working day following the issue of the invoice.
- 7.7** If the payment is still not received by the 10th working day, the sale will be cancelled, and the buyer's account will be blocked permanently. The buyer's account will remain blocked until all open debts (cancellation and unblocking fees) are paid in full.
- 7.8** If invoices other than the purchase price over 300 EUR are not paid for more than 20 working days, the buyer will also be blocked.
- 7.9** **Blocking/Unblocking of an account**
- 7.9.1** In occurrence of blocking or unblocking action(s) towards a buyers account, the reason will be provided to the buyer.
- 7.9.2** The blocking action implies that the buyer's accesses will automatically be blocked in all the countries where the buyer has a valid BCA account.
- 7.9.3** The unblocking of the account occurs only with the payment of outstanding cancellation fees and/or other invoices plus an additional unblocking fee. The amount of the unblocking fee is 600 EUR. The cancellation fee is applied per unit unpaid, unblocking fee is applied per occurrence. In case of debts in other countries, debts must be repaid, but unblocking fee is paid just once to the country with the highest debt.
- 7.9.4** The payment of the fee does not automatically imply the unblocking of the account. The reason of the initial blocking action will trigger the decision to unblock and is entirely at the discretion of BCA (typically, failing to adhere to BCA rules of ethics and VAT compliance will automatically imply a permanent blocking of the account).

8. Vehicle Delivery and Documentation

- 8.1** All vehicles purchased by BCA are subject to automatic transport arranged by BCA to the buyer's address.
- 8.2** Country of any alternative delivery address cannot differ from the country the buyer is registered in, and the buyer is required to provide a completed BCA's alternative delivery address form and proof of rent or ownership.
- 8.3** Any changes of a delivery address must be notified and documented to BCA no later than during and always before the final hammer stroke of the auction in question.
- 8.4** Any changes of a delivery address must be notified and documented to BCA before purchasing a vehicle to a fixed price (fx. Buy Now).

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

8.5.1 Norwegian buyers: In cases where vehicles can not drive, do not fall into the standard size category, or BCA has challenges delivering to a specific area, BCA may have to ask the buyer to arrange their own transport. Transport method and procedures must be prearranged and approved by contacting no.transport@bca.com.

8.5.2 International buyers: In cases where vehicles are unable to drive, do not fall into the standard size category, or BCA has challenges delivering to a specific area, BCA may have to ask the buyer to arrange their own transport. In such cases, the buyer can arrange the transport of the vehicle after payment of bid, fee and an amount equal to the Norwegian VAT of 25%, which will be added to the purchase price. Valid export documentation must be submitted to BCA within 3 months of the purchase. If the export documentation is approved by BCA, the amount of 25% paid will be refunded. If the documentation is not presented within 3 months after the date of purchase, BCA can not guarantee that the amount of VAT paid can be refunded to the buyer, as the amount must be paid to the national tax authorities within this period. Transport method and procedures must be prearranged and approved by contacting no.transport@bca.com

8.5.3 Regardless of cross-border transport being arranged by the buyer, or by BCA transport, the carrier cannot be a related party of the buyer of the goods. For this purpose, the two parties shall not be regarded as 'independent' where (i) they share the same legal personality; and if they comply with any of the criteria set out in Article 80 of the VAT Directive (have 'family or other close personal ties, management, ownership, membership, financial or legal ties'. Legal ties may include the relationship between an employer and employee or the employee's family, or any other closely connected persons), as per points (a) and (b)(ii) of Article 45a (1) of the VAT Implementing Regulation. BCA reserves itself the right of not performing the transport whenever the buyer and carrier are related parties or, in a case-by-case basis, request additional elements to support the VAT exemption.

8.6 Purchased vehicles cannot be transported until valid payment has been received and confirmed by BCA.

8.7 Truck Compositions

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

9. The Vendors Responsibility for Defect and Omissions

9.1 For a vehicle placed in the category C, the buyer will not be entitled to invoke remedies for non-conformance, including claims for compensation against BCA- see section 4.3.3. The same applies to vehicles classified in categories A and B if the bid price, excluding fees and VAT, is EUR 2.000 or less.

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

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

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

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

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

10. Claims: Fairness and Transparency

- 10.1** 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.
- 10.2** 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.
- 10.3** If a vehicle is registered, the rights to complain are forfeited.
- 10.4** 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.
- 10.5** 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
- 10.6** BCA 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.
- 10.7** If the buyer presents objections to the vehicle's classification, BCA will decide whether the buyer's objections are justified. The buyer can cancel the purchase if the vehicle has been placed in too high a category.
- 10.8** **Transport related damages**
- 10.8.1** 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).
- 10.9** **When to submit a claim**
- 10.9.1** 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
- 10.9.2** 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 kilometers on the car.
- 10.9.3** 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.
- 10.10** **How to submit a claim**
- 10.10.1** claims are to be submitted through BCA's online form available on our website in the after-sales/service section.
- 10.10.2** 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.
- 10.10.3** Only the claims submitted through the online forms available on our websites will be accepted.

10.11 What can be considered part of a claim

10.11.1 Discrepancies in the vehicle description

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

- Make
- Model
- First registration year
- 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 vehicle: Emergency services, school, taxi, or others
- Margin regime on the vehicle: Margin / VAT
- Incorrect tax type

10.12 When a claim is accepted

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

10.12.2 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.

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

10.13 If a vehicle is returned

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

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

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

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

10.14 Warranty / Insurance

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

10.15 Legal Venue

10.15.1 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.

11. Data Management / Intellectual Properties

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

11.2 The BCA privacy and data protection policy is stated in full on the BCA website:

<https://www.bca.com/no>