EUROPE CAMIONS INTERACTIVE’s General Terms and Conditions of Sale

The purpose of these General Terms and Conditions is to define the conditions and formalities under which EUROPE CAMIONS INTERACTIVE, SAS with a capital stock of €55,000, registered under number B 408 901 916 on the trade and companies register in Mirecourt (France), whose headquarters are located at Le Moulin Collet – 88500 AMBACOURT – FRANCE, editor of the websites www.europe-construction-equipment.com, www.planet-trucks.com, www.europe-construction-equipment.com, www.europe-forklift.com, www.europe-agriculture.com provides to Internet users classified ad listing (hereby referred to as “the Service”) on its websites:

1. Acceptance of General Terms and Conditions
The Service is the Internet user subject to his/her full acceptance of the General Terms and Conditions. Consequently, the Internet user acknowledging having read and accepted the presentation of the Terms and Conditions is, in fact, bound by the terms and conditions. More fact of using the said Service implies full acceptance of the General Conditions. The Service is restricted to those legally capable of signing contracts in their own name.

EUROPE CAMIONS INTERACTIVE reserves the right to modify the present Terms and Conditions at any moment by publishing the amended modifications on every website as soon as possible. As a consequence, it is the User’s responsibility to take notice of the new Terms and Conditions that is permanently available on every website. The User is considered to accept this latest version with each new connection to the Service. However, in the case of non-compliance of the General Terms and Conditions, the version of the present General Terms and Conditions in force at the time of the contract signature remains the one applicable to the User.

2. Service Description
The Service enables the User to submit his/her classified ad listing to one of the websites managed by EUROPE CAMIONS INTERACTIVE.

3. Classified ad listing and duration of service
3.1. The User submits a classified ad listing on the Service users. In order to avoid any disputed situations, EUROPE CAMIONS INTERACTIVE invites the User to check his/her classified ad as soon as it is online.

3.2. The User can submit a classified ad by completing and validating the special online form on one of the websites. Once validation is completed, the User is held responsible for any damage due to uploading a copy of the Terms and Conditions valid at the time of his/her contract signature. Should the User violate the present Terms and Conditions, then the Internet user shall release EUROPE CAMIONS INTERACTIVE from all responsibility and liability for any loss, damage, loss of profit, costs or fees.

4. Internet user engagement
The classified ad remains on the website during the entire duration of the subscription, as long as the User does not remove it. At any moment, the User can access his/her interface and check the status of his/her classified ad.

Unit mode: the classified ad is listed on the website during 30 days. At any moment, the User can access his/her interface and delete the classified ad. The classified ad shall not be visible or held in full, even if the classified ad is removed before the listing ends.

3.5. Classified ad modification
When his/her classified ad is online, the User can modify it at any time.

4. Internet user engagement
The User has the possibility to describe with the greatest accuracy and honesty equipment or the vehicle for sale. Should the vehicles be sold during the listing period, the vendors promise to immediately remove their classified ad.

5. Responsibility
The listed classified ads are edited and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE has no control over the quality, safety, or legality of the items advertised, the authenticity or accuracy of the submitted classified ads, the capacity of sellers to sell the said items or services, or the capacity of buyers to pay for the products or services.

6. Limitation of Liability
EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the classified ad service. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither the continuity of service nor the availability of the Service.

7. Rates and Payment
A unit price for a classified ad listing is clearly defined on every website, and any applicable taxes are included.

The quoted price is fixed and the quotation price is charged accordingly with the quotation issued by EUROPE CAMIONS INTERACTIVE and signed by the User. EUROPE CAMIONS INTERACTIVE reserves the right to modify the prices or at any given moment. In that case, the User will receive an email, and have a month from the date of invoice issue with the new prices to cancel the classified ad. The amount due to the User will be the amount of the invoices is due upon receipt by the User. EUROPE CAMIONS INTERACTIVE reserves the right to claim any discount for late payment or before the date of delivery resulting from the general sales terms and conditions.

In case of late payment, a charge equal to 3 times the legal interest rate will be required, and a lump sum allowance of €40 as recovery cost will be applied (Article L.441-6 of the French Civil Code). You may choose another method of payment for your subscription.

- Payment by credit card: payment for your classified ad is processed directly on the website of our financial service provider through its secured payment process. Credit Mutuel and PayPay are processing this payment.

- Payment by PayPal: an invoice is drawn up and issued after completion of services.

- Transfer: Bank-Direct Debit Payment

The credit card number provided by the client and the final validation of the data entered are the order in accordance with the provisions of the French Law of March 13, 2000, and the current liability for the sums due under this contract. This confirmation constitutes your signature and expresses acceptance of all the operations performed on the website. Nonetheless, in case of unauthorized use of his/her credit card, the client should contact, at his/her earliest convenience, EUROPE CAMIONS INTERACTIVE’s customer service at: +33 3 82 44 64 44.

EUROPE CAMIONS INTERACTIVE’s computer systems in conditions of reasonable safety shall be considered as evidence in any debate initiated between the parties. It is expressly agreed that, in the absence of a manifest error on the part of EUROPE CAMIONS INTERACTIVE, the ECRAN systems are considered as the only legitimate source of the classified ads information system have probative value as to the orders placed by the user. The data on computer or electronic support constitute valid evidence and as such, are admissible in the same conditions and with the same probative force as any received and stored written document.

Information related to classified ads is stored in a reliable and sustainable media in order to provide a trustworthy, exploitable copy in compliance with the article 1348 of the French Civil Code.

8. Credits
The user can buy credits to use as visibility options or to post ads. Each credit has a valid period of 12 months. When purchasing a new credit, the duration of the credit is automatically extended for 12 more months. In no way can the user claim reimbursement for any bought or offered credits.

9. Subscription
Once the User subscribes to EUROPE CAMIONS INTERACTIVE’s service, he/she makes a contractual commitment of a month, which is automatically renewed. The User may terminate his/her contract by submitting a written request to EUROPE CAMIONS INTERACTIVE with a copy of the Terms and Conditions included. Should the User wishes to renew the service, he/she makes a contractual commitment of a month, which is automatically extended for 12 more months. In no way can the user claim reimbursement for any bought or offered credits.

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By placing an order, the User unreservedly acknowledges to have read, understood and accepted the full amount eventually paid. Should EUROPE CAMIONS INTERACTIVE be the subject of legal action or complaints from a third party, then the User shall reimburse EUROPE CAMIONS INTERACTIVE from all responsibility and liability for any loss, damage, loss of profit, costs or fees.

12. Force majeure
Any act or series of acts or events beyond the control of either of the parties may not be sought if the execution of the service is delayed or impeded by reason of unforeseeable circumstances or force majeure, due to the other party’s failure to fulfill the obligations imposed by public order, national emergency, war, civil conflict, or military interventions, natural disasters, fire or water damages, interruption of telecommunications or electrical networks.

13. Image rights
EUROPE CAMIONS INTERACTIVE’s website elements, whether of a visual, auditory, graphic, or textual nature, are protected by copyright, trademarks and patents. They are the exclusive property of EUROPE CAMIONS INTERACTIVE. Any person, without the User’s prior authorization, and wishes to use the images and the rights to the name, the client allows ECI, as part of its communication and publicity, to use and reproduce its image and rights, including the underlying technology, are protected by copyright, trademarks and patents.

Any claim or objections should be submitted in writing to the following address:
Eurotax INTERACTIVE – Le moulin Collet – 88500 Ambaucourt, France.

The present contract is subject to French law. In the event of a dispute concerning the performance of the contract and any of the terms of the present contract, the parties agree to submit to the exclusive jurisdiction of the Commercial Court of EPIPAL. Should any dispute arise in the event of a dispute concerning the performance of the contract and any of the terms of the present contract, the parties agree to submit to the exclusive jurisdiction of the Commercial Court of EPIPAL.

Any dispute concerning the performance of the contract and any of the terms of the present contract, shall be the subject of legal action or complaints from a third party resulting from the listing of an ad in violation with the classified ad.

EUROPE CAMIONS INTERACTIVE’s General Terms and Conditions of Sale, its website, and any applicable taxes are included.

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16. Confidentiality
EUROPE CAMIONS INTERACTIVE puts all the necessary precautions to safeguard the confidentiality and security of the data transmitted online. For that purpose, the websites use a SSL (Secure Socket Layer) payment protocol.

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17. Miscellaneous
EUROPE CAMIONS INTERACTIVE reserves the right to modify the present Terms and Conditions at any moment by publishing the amended modifications on every website as soon as possible.

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