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.europe-forklift.com, www.europe-agriculture.com provides to Internet users a paid service of classified ads listing (hereby referred to as “the Service”) on its website:

1. Acceptance of General Terms and Conditions
The Service is restricted to those legally capable of signing contracts. The user acknowledges having read and accepted the present Terms and Conditions. The more than fact of using the said Service implies full acceptance of the present General Conditions. The Service is restricted to those legally capable of signing contracts.

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

3. Classified ad listing and duration of service
3.1. The Service is provided to the Service users. In order to avoid any belated disputes, 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 validated, the classified ad is kept online for 1 month.

3.3. Because classified ads are processed immediately after their validation, the Internet user should always remember that he/she cannot benefit from the right of withdrawal.

3.4. Duration of service
Subscription: the classified ad remains listed 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 delete his/her classified ad. Once 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 service given to the user is described with the greatest accuracy and honesty available for the vehicle for sale. Should the vehicles be sold during the listing period, the vendors promise to immediately remove their classified ads. It is the Internet user’s responsibility to ensure that any information provided by him/her:
- is neither false, nor misleading
- is neither illegal, nor pertaining to the sale of stolen or counterfeited articles
- does not violate any copyrights, patent rights, trademarks, corporate secrets, other intellectual property rights, rights of disclosure or any other privacy rights
- does not involve any violence, including, but not limited to, those concerning export control, consumer rights, unfair competition, discriminatory practices, or misleading advertising.

5. Responsibility
The listed classified ads are edited and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE reserves the right to remove any classified ad that is deemed contrary to its commercial or moral interests (whether by its nature, its content or its presentation). For this reason, to validate a classified ad that is deemed contrary to its commercial or moral interests (whether by its nature, its content or its presentation), the Service reserves the right to refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels and replaces all the previous versions.

6. Limitation of Liability
EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the online classified Ad Service and the associated Website. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither the continuity of service, nor the accuracy of data, external intrusion, or computer virus. The liability of either of the parties may not be sought if the operation is carried out due to unforeseeable circumstances or force majeure, due to the other party’s deliberate or major fault, or by fault of the public authorities, other Internet users, the clients or its employees. EUROPE CAMIONS INTERACTIVE reserves the right to refuse purely and simply, without giving any reason, to validate a classified ad that is deemed contrary to its commercial or moral interests (whether by its nature, its content or its presentation), the Service reserves the right to refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels and replaces all the previous versions.

7. Rates and Payment
A unit price for a classified ad is listed clearly on every website, and any applicable taxes are included. The price is not subject to any minimum or maximum limit. The price quotation 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 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 contract and in accordance with the guidelines and the invoices are due upon receipt by the User. EUROPE CAMIONS INTERACTIVE has the right to refuse him/her payment before the payment of the recovery cost will be applied (Article L.441-6 et seq.).

EUROPE CAMIONS INTERACTIVE’s web elements, whether visual or sonorous, including the underlying technology, are protected by copyright, trademarks and patents. These are the exclusive property of EUROPE CAMIONS INTERACTIVE. Any internet user, who has a personal website and wishes to place simple link to one of the EUROPE CAMIONS INTERACTIVE websites, must first request from EUROPE CAMIONS INTERACTIVE express authorization from EUROPE CAMIONS INTERACTIVE. In any case, all unauthorized links must be removed at the simple request from EUROPE CAMIONS INTERACTIVE.

15. Duration
The present conditions apply for the entire duration of the online service provided by EUROPE CAMIONS INTERACTIVE.

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

Any complaint or objection should be submitted in writing to the following address:
Headquarters: EUROPE CAMIONS INTERACTIVE – Le moulin Collot – 88500 Ambacourt, France.

The present contract is subject to French law. In the event of a dispute concerning the validity of one or more of the terms of these classified ads, the parties will seek, before any legal action, an amicable agreement and will communicate to this effect all the necessary elements of information. If no amicable agreement is reached within a maximum of one month, the Commercial Cour of EPINAL shall have sole jurisdiction in settling any lawsuit or dispute related to non-compliance with the present Terms and Conditions. Should the client be a private person, the competent court in the event of litigation will be determined by the place of residence of the disputes. The legal address of the parties is the following address:
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 credit balance 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 sending a registered letter with acknowledgement of receipt at EUROPE CAMIONS INTERACTIVE, following address: Le Moulin Collot – 88500 AMBACOURT – FRANCE. The subscription period lasts 60 days upon the receipt of the contract termination by EUROPE CAMIONS INTERACTIVE (date as per the postmark).

The Internet user can rent advertising spaces on the ECI websites for a limited time set in the quote for the advertising campaign. The Internet user acknowledges that the advertising space contract is cleared. Unless stated otherwise in the contract, the advertising banners, created by ECI for the client, remain the property of ECI and are for no other purposes than those of the advertising campaign.

11. Personal Data
The information provided on the website will not be used for commercial purpose by EUROPE CAMIONS INTERACTIVE. EUROPE CAMIONS INTERACTIVE will not transmit any data to a third party unless the User has informed that this electronic processing of his/her personal data has been declared to the CNIL under the number 1206686, of October 26, 2006. In conformity with the French Civil Code, the User is informed that this electronic processing of his/her personal data, such as their name, address, email address, and any other information is automatically renewed. The User may terminate his/her contract at any time by sending a registered letter with acknowledgement of receipt at EUROPE CAMIONS INTERACTIVE, following address: Le Moulin Collot – 88500 Ambacourt, France, or by email addressed to: info@via-mobilis.com.

To find out more about the way your information is collected and used, please refer to EUROPE CAMIONS INTERACTIVE, see page «Privacy policy».

12. Force majeure
In the event of either of the parties may not be sought if the execution of the contract is delayed or impeded by reason of unforeseeable circumstances or force majeure, due to the other party’s deliberate or major fault, or by fault of the public authorities, other Internet users, the clients or its employees.