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-camions.com, www.europe-interact.com, www.planet-trucks.com, www.europe-construction-equipment.com, www.europe-for-klkift.com, www.europe-agriculture.com provides to Internet users the classified ads listing (hereby referred to as “the Service”) on its website:

1. Acceptance of General Terms and Conditions

The Service is provided to the Internet user subject to his/her full acceptance of the General Terms and Conditions. Consequently, the Internet user acknowledges having read and accepted the present General Terms and Conditions. The 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. EUROPE CAMIONS INTERACTIVE reserves the right to modify the present Terms and Conditions at any moment by publishing the aforementioned 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 case of modification 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. If the User does not adhere to the present copy of the Terms and Conditions valid at the time of his/her contract signature. Should the User violate the present Terms and Conditions, his/her access to the classified ad at INTERACTIVE Direct Debit Payment is neither false, nor misleading does not violate any law or legislation (including, but not limited to contractual, constitutional, criminal or military interventions, natural disasters, fire or water damages, interruption of telecommunications or electronic networks).

2. Service Description

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

3. Classified ad listing and duration of service

3.1. All classified ads are created by the Service users. In order to avoid any disputed bids, 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, this form becomes conclusive.

3.3. Because classified ads are processed immediately after their validation, the 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 modify 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 modify the classified ad. The User can modify it at any time.

4. Internet user engagement

The User submits the classified ad that he/she wishes to post to the websites managed by EUROPE CAMIONS INTERACTIVE. This description must be written in accordance with the greatest accuracy and honesty of purpose or 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 counterfeit 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 viruses, including, but not limited to, those concerning export control, consumer rights, unfair competition, discriminatory practices, or misleading

5. Responsibility

The listed classified ads are edited and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE does not control the quality, safety, or legality of the items advertised, the accuracy or accuracy of the submitted classified ads, the quality of the offers or services, or the capacity of buyers to pay for the advertised items. The User will be held liable for any damages resulting from such circumstances and shall protect EUROPE CAMIONS INTERACTIVE against any claim and any liability incurred with those third parties. It shall be stated to EUROPE CAMIONS INTERACTIVE does not interfere in any transactions between buyers and sellers.

EUROPE CAMIONS INTERACTIVE has no control over the quality, safety, or legality of the items advertised, the accuracy or accuracy of the submitted classified ads, the quality of the offers or services, or the capacity of buyers to pay for the advertised items. The User will be held liable for any damages resulting from such circumstances and shall protect EUROPE CAMIONS INTERACTIVE against any claim and any liability incurred with those third parties. It shall be stated to EUROPE CAMIONS INTERACTIVE does not interfere in any transactions between buyers and sellers.

6. Limitation of Liability

EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the classified ad listings service. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither the continuance of service, nor the continuity of service. Such, EUROPE CAMIONS INTERACTIVE cannot be held liable for any potential faults or damages (costs, loss of profits or data, direct or indirect damages) incurred by the User and resulting from the use of the Service or the impossibility to use it. EUROPE CAMIONS INTERACTIVE shall not be held liable, directly or indirectly, in any transactions subject to the general rules of the French Civil Code (art. 1641 et seq.).

Similarly, EUROPE CAMIONS INTERACTIVE shall not be held responsible for any loss of data or damage due to using Internet means, and the interruption of services, external intrusion, or computer virus.

7. Rates and Payment

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

The price of the classified ad listing service is charged accordingly with the quotation issued by EUROPE CAMIONS INTERACTIVE and signed by the User. EUROPE CAMIONS INTERACTIVE invites the User to check the new price at the time of his/her contract signature. The User may refuse to pay the new price. The quotations are valid for 15 days upon their receipt. Unless otherwise stated between the parties and without prejudice to the general rules of contract law, the remittance of the invoices is due upon their receipt 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 order in accordance with the provisions of the French Law of March 13, 2000 and the current liability for the sums due under the subscription.

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).

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 pack, the validity period 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 at any time by sending a written and signed letter with acknowledgment of receipt at: EUROPE CAMIONS INTERACTIVE, EUR, B.P. 82082, 88500 AMBACOURT – FRANCE, which must be received by EUROPE CAMIONS INTERACTIVE no later than 60 days after the date 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 User is informed that this electronic processing of his personal data has been declared to the CNIL under the number 1206668, of October 26, 2006. In conformity with the dispute concerning the data protection and the User’s rights, the User is authorized to request the deletion or any other privacy rights disclosure or any other privacy rights

- Electronic support constitute valid evidence and as such, are protected by copyright, trademarks and patents.

10. Intellectual Property

EUROPE CAMIONS INTERACTIVE’s website elements, whether or not protected by intellectual property law, 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, shall obtain the sole and exclusive express authorization from EUROPE CAMIONS INTERACTIVE. In any case, all unauthorized links must be removed at the simple request of EUROPE CAMIONS INTERACTIVE.

15. Duration

The present conditions apply for the entire duration of the online service, unless otherwise stated by EUROPE CAMIONS INTERACTIVE.

16. Confidentiality

EUROPE CAMIONS INTERACTIVE puts all the necessary precautions for 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 objections should be submitted in writing to the following address:

Headquarters: EUROPE CAMIONS INTERACTIVE – Le moulin Collot – 88500 Ambaucourt, France.

The present contract is subject to French law. In the event of a dispute concerning the interpretation of the present contract or of any of its provisions, the parties agree to settle any disputes out of court. The User, in the event of any dispute concerning the performance of the contract or the interpretation of the present contract, is subject to the French Civil Code (art. 1641 et seq.). Any arbitration agreement that is concluded will be reached within a maximum of one month, the Commercial Court of EPINAL shall have sole jurisdiction in settling any lawsuit or dispute requiring non-compulsory arbitration between the parties. It is expressly agreed that, in the absence of a manifest error on the part of EUROPE CAMIONS INTERACTIVE, the User is completely bound by the EUROPE CAMIONS INTERACTIVE’s offered terms and conditions. The order, for the User, and as indicated on the website, for the Seller. No subsequent document and no amendment of the contract, indicative of the form thereof, shall be effective between the parties without taking the form of an additional clause duly dated and signed by them. If any one of the clauses of the present contract is held null, it must be considered as a current legal decision having become definitive, it shall therefore be deemed as not written but nevertheless shall not lead to the nullity of the other clauses of the contract. The User hereby certifies that any of the parties does not claim the application of any clause of the contract or acquiesces to its breach, either permanently or temporarily, by acceptance of all the operations performed on the website.

11. Personal Data

The classified ad texts are published under the responsibility of the company EUROPE CAMIONS INTERACTIVE’s head office in Mirecourt (France), whose headquarters are located at Le Moulin Collot – 88500 AMBACOURT – FRANCE, whose registered capital is 50,000 € – International VAT number: FR13408091691.