

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, SARL (LLC) 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 Collot – 88500 AMBACOURT – FRANCE, editor of the websites www.via-mobilis.com, www.planet-trucks.com, www.europe-construction-equipment.com, www.europe-forklift.com, provides to Internet users a paid service of classified ads listing (hereby referred to as "the Service") on its websites.

1. Acceptance of General Terms and Conditions

The Service is proposed 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 Terms and Conditions. The mere 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 under the French law.

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 latest version of the 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's contract. Therefore, it is the User's responsibility to keep 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, EUROPE CAMIONS INTERACTIVE reserves the right to refuse him/her access to this Service.

The General Terms and Conditions have been updated on July 1st 2016. This edition cancels and replaces all the previous versions.

2. Service Description

The Service enables the User to submit his/her paid classified ads to be listed on 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 related 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, this form is immediately processed in the system.

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 delete the 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 30-day listing fee should be paid in full, even if the classified ad is removed before the listing ends.

3.5. Classified ad modification

While his/her classified ad is online, the User can modify it at any time.

4. Internet user engagement

The Internet user undertakes 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 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 violate any law or legislation (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 listed and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE disclaims any responsibility for the accuracy or the pertinence of these classified ads.

The classified ad texts are published under the responsibility of the Internet user.

EUROPE CAMIONS INTERACTIVE's websites are to be considered solely as media for listing classified ads. Therefore, the Internet user shall indemnify EUROPE CAMIONS INTERACTIVE against any damages resulting from such circumstances and shall protect EUROPE CAMIONS INTERACTIVE against any claim arising or in connection with these listings.

It shall be stated that 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 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 said items or services.

Notwithstanding the above, 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), with no other obligation than to reimburse the full amount eventually paid.

Should EUROPE CAMIONS INTERACTIVE be the subject of legal action or complaints from a third party resulting from the listing of an ad in violation with the present Terms and Conditions, then the Internet user shall release EUROPE CAMIONS INTERACTIVE from all responsibility and indemnify for any loss, damage, loss of profit, costs or fees.

6. Limitation of Liability

EUROPE CAMIONS INTERACTIVE will use its best efforts to maintain the operating efficiency of the Classified Ad Service. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither the continuous operation, nor the continuity of service. As such, the EUROPE CAMIONS INTERACTIVE cannot not 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 inconvenience or damage due to using Internet, notable the interruption of services, external intrusion, or computer virus.

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 services must be immediate. The subscription price is charged accordingly with the quotation issued by EUROPE CAMIONS INTERACTIVE and signed by the User. The quotations are valid for 15 days upon their receipt. Unless otherwise stated between the parties and mentioned in the quotation signed by the User, the payment of the invoices is due upon their receipt by the User.

EUROPE CAMIONS INTERACTIVE shall not grant any discount for immediate payment or payment before the date of the invoice resulting from the general sales terms and conditions. In cases 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 Commercial 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: Crédit Mutuel and Payment Services Ingenico.

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

- Transfer Payment

- Direct Debit Payment

The credit card number provided by the client and the final validation of the order shall constitute proof of the entire said order in accordance with the provisions of the French Law of March 13, 2000, and the current liability for the sums due under this order.

This confirmation constitutes your signature and express 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 29 29 29 30.

The computerized records stored in EUROPE CAMIONS INTERACTIVE's computer systems in conditions of reasonable safety shall be considered as evidence of communications, orders and payments between the parties.

It is expressly agreed that, in the absence of a manifest error on the part of EUROPE CAMIONS INTERACTIVE, the data stored in the EUROPE CAMIONS INTERACTIVE 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.

The purchase orders and invoices are safely stored on reliable and sustainable media in order to provide a trustworthy, exploitable copy in compliance with the article 1348 of the French Civil Code.

8. 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 its demand through a registered letter with acknowledgment of receipt at: EUROPE CAMIONS INTERACTIVE, Le Moulin Collot 88500 Ambacourt France. The period of notice lasts 60 days upon the receipt of the contract termination by EUROPE CAMIONS INTERACTIVE (date as per the postmark).

9. Personal Data

The personal data 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.

The user is informed that this electronic processing of his/her personal data has been declared to the CNIL under the number 1200686, of October 26, 2006.

In conformity with the amended law of January 6, 1978, the user has a right to access, oppose, and correct information about him, either directly online, or by mail sent to EUROPE CAMIONS INTERACTIVE to the following address: Le Moulin Collot – 88500 Ambacourt, France, or by email addressed to: info@via-mobilis.com.

10. Force majeure

The liability 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 or a third party or external causes such as social unrest, civil or military interventions, natural disasters, fire or water damages, interruption of telecommunications or electrical networks.

11. Intellectual Property

All EUROPE CAMIONS INTERACTIVE's website elements, whether visual or sonorous, including the underlying technology, are protected by copyright, trademarks and patents.

They 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, for personal use, has to request a prior express authorization from EUROPE CAMIONS INTERACTIVE.

In any case, all unauthorized links must be removed at the simple request from EUROPE CAMIONS INTERACTIVE.

12. Duration

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

13. Confidentiality

EUROPE CAMIONS INTERACTIVE puts all the necessary protection measures in hand to ensure confidentiality and security of the data transmitted online. For that purpose, the websites use a SSL (Secured Socket Layer) payment protocol.

14. Miscellaneous

Any complaint or objections should be submitted in writing to the following address: 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 interpretation or the performance of their agreements, 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 resulting from the non-respect of these terms and conditions. If the client is a private person, the competent court in the event of litigation will be determined by the place of residence of the defendant.

The parties' addresses are as indicated on the purchase order, for the User, and as indicated on the website, for the Seller.

No subsequent document and no amendment of the contract, irrespective 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 should prove to be null with respect to a current law or a legal decision having become definitive, it shall therefore be deemed as not written but nevertheless shall not lead to the nullity of the contract or alter the validity of its other provisions.

The fact 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, shall not be interpreted as a renunciation by that party of its rights resulting from the said clause.

15. About Europe Camions Interactive

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Headquarters
EUROPE CAMIONS INTERACTIVE

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FRANCE

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APE Code 6312Z –SARL (LLC) with a capital of 55,000 €

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