GENERAL TERMS AND CONDITIONS

**Art. 1 Object**

These general terms and conditions (hereinafter, "General Terms and Conditions") regulate access to the computer platform (hereinafter, "B2Bid") through which BIAUTO GROUP SPA and its affiliated companies organise, manage and conclude online auctions (hereinafter, "Auctions") for the sale of used vehicles, as well as participation in auctions, their conduct and the procedures inherent and/or consequent thereto. BIAUTO GROUP SPA is not an auction house and does not engage in any brokerage activities nor does it operate like traditional 'auctioneers'. Therefore, the setting up of the online auction channel by BIAUTO GROUP SPA under the BUYCARS brand must be considered as an activity related to the normal sale, i.e. as an Internet meeting point to allow car traders to bid for vehicles on the www.123buycars.com website at any time and from anywhere using the typical auction house procedure of so-called "open-bid" and "buy-now".

**Art. 2 Access to B2Bid**

**2.1** Without prejudice to the provisions of article 2.2 below, access to B2Bid is reserved for professionals who, after receiving an invitation from BIAUTO GROUP SPA by *email* and having duly completed the form accessible on the website www.123buycars.com, having read and accepted the General Terms and Conditions, have received their *username* and *password* by *email*, unless denied by BIAUTO GROUP SPA.

**2.2** In order to gain access to B2Bid the professional operators referred to in Art. 2.1 must

*A)* declare and guarantee:

*i)* that they have no pending legal proceedings and/or disputes of any kind with BIAUTO GROUP SPA;

*ii)* that they are VAT-registered and licensed to trade in cars;

*iii)* that the data provided by filling in the form referred to in Art. 2.1 are true and correct;

*B)* send to the *email* address .... or by filling in the *form*

*i)* a copy of their registration with the Chamber of Commerce (know as the "Visura Camerale");

*ii)* a valid identity document of their legal representative.

**2.3** Each professional operator referred to in Art. 2.1, who has received their *username* and *password* ("Registered User") is obliged to keep them confidential and ensure that they cannot be used by third parties.

**2.4** If the Registered User suspects that unauthorised persons have gained unauthorised access to his *username* and/or *password*, they must immediately notify BIAUTO GROUP SPA by any means capable of proving receipt of this notification. Until the receipt of the aforementioned notification by BIAUTO GROUP SPA, the Registered User is responsible for all transactions carried out in his name using the *username* and *password* received pursuant to art. 2.1.

**2.5** TheRegistered Users is obliged to promptly notify BIAUTO GROUP SPA of any changes to the data entered in the form referred to in Art. 2.1.

**2.6** BIAUTO GROUP SPA has the right to suspend a Registered User's *account* at any time, preventing him from accessing B2Bid.

**2.7** The Registered User does not bear any costs for accessing B2Bid or for participating in auctions.

**Art. 3 Subject and Types of Auctions**

**3.1** Auctions relate to vehicles which BIAUTO GROUP SPA indicates at its discretion, specifying for each Auction (hereinafter, unless otherwise specified, Auction):

*i)* the vehicle(s) which is/are the subject of the Auction;

*ii)* the starting date and time of the Auction;

*iii)* the end date and time of the Auction;

*iv)* all other data which are necessary or deemed appropriate for the conduct of the Auction and any attachments.

**3.2** BIAUTO GROUP SPA offers, through B2BID, two types of auctions: Open Bid and Buy Now.

**3.3 In** the Open Bid Auction, the vehicles offered have a minimum sale price ("Reserve Price") which is visible or viewable by traffic lights, at the discretion of BIAUTO GROUP SPA

The Registered User can make an offer. If this offer is overtaken by that of another Registered User, a new raising will be possible. If a bid is made within the last minute, the Auction period originally set by BIAUTO GROUP SPA shall be extended by two minutes and so on, provided that the last bid was made within one minute of the close of the AUCTION as modified by previous bids.

If the Raise Auction fails to reach the Reserve Price, it shall end without the vehicle(s) being allocated.

**3.4** In Buy Now vehicles indicated by BIAUTO GROUP SPA are offered for a limited time at a fixed price. The Registered User who first offers the price set by BIAUTO GROUP SPA for the vehicles shall win them.

**3.5** The Registered User acknowledges and accepts that B2Bid does not allow the identity of other participants to be displayed.

**3.6** The Registered User acknowledges and accepts that for the entire duration of the Auctions, from the preparatory stages to their closure, and for the purposes of the bidding and its eventual cancellation, the official time and elapsed time shall only be those displayed on www.nomecliente.it, i.e. the *server* time, and not those of the machine from which he operates.

**Art. 4 Means of holding the Open-Bid Auction**

**4.1** An Open-Bid Auction takes place *online*, via the *internet*, through the placement of increasing bids until its closing decreed in accordance with the General Terms and Conditions.

**4.2** A Registered User may bid at a price not lower than the minimum price indicated in advance by BIAUTO GROUP SPA and so on until the conclusion.

**4.3** The Open-Bid Auction is concluded when, at the expiry of the allotted time, there are no further bids, subject to the provisions of Art. 3.3.

**4.4** With one minute remaining, the remaining time is highlighted by the system and each possible raise adds two further minutes to the remaining time, until the minutes thus added are exhausted.

**4.5** The duration is indicated during activation by BIAUTO GROUP SPA

**Art. 5 Modification of Auction duration, possible cancellation and exclusion from Auctions**

**5.1** The start of Auctions and their duration may be changed by BIAUTO GROUP SPA up until they have started.

**5.2** Auctions may be cancelled at any time by BIAUTO GROUP SPA not only in the event of a technical failure or malfunction of the computer equipment and/or the internet/telephone network connection and/or Registered User registration and the system which may affect their proper conduct without incurring any liability.

Any cancellation shall be notified by displaying a message on www.nomecliente.it.

**5.3** BIAUTO GROUP SPA reserves the right to exclude from the Auctions those who are found to be in breach of their obligations under the General Terms and Conditions and to communicate such a decision by the means deemed most appropriate.

**Art. 6 Award and sale**

**6.1** The award shall be communicated by BIAUTO GROUP SPA after the closing of the Auction and, in any case, following the necessary technical verifications. BIAUTO GROUP SPA may view all the bids and shall then award the vehicle(s) to:

*i)* The Registered User who has bid the highest price above the Reserve Price, in case of a Raise Auction;

ii) The Registered User who first confirms the price indicated by BIAUTO GROUP SPA, in case of Buy Now.

**6.2** BIAUTO GROUP SPA shall send an *email* confirming the sale to the successful bidder. To this will be attached:

* directions and instructions for payment;
* a copy of the contract of sale indicating the location of the vehicle(s) concerned.
* an extract from the General Terms and Conditions.

**Art. 7 Payment of the price - Costs - Conclusion of the sale in case of a foreign buyer**

**7.1** The successful bidder for one or more vehicles shall pay the purchase price, plus VAT if applicable.

**7.2** Payments shall be made in the currency used on [www.123buycars.com](http://www.trivellatoaste.it), i.e. euros.

**7.3** Payment shall be made - by bank transfer to the bank account indicated in the *email* under Art. 6.2 - within 48 (forty-eight) hours of receipt of the email.

**7.4** In the event of non-payment within the deadline referred to in article 7.3 above, BIAUTO GROUP SPA reserves the right to take any legal action it deems appropriate in order to compulsorily recover its credit**.**

**7.5** BIAUTO GROUP SPA retains ownership of the vehicle(s) until the balance including VAT (if applicable) has been paid in full, without prejudice to the immediate transfer of risk upon delivery pursuant to art. 1523 of the Italian Civil Code.

**7.6** The costs of the transfer of ownership shall be borne exclusively by the successful bidder, who shall pay them in the manner set out in the contract referred to in Art. 6.2.

**7.7** If the successful bidder is a foreigner (outside the Italian territory), the costs for the export cancellation of the vehicle shall be borne in full by him and the completion of the sale shall in any case be subject to the completion of the procedures upon receipt of the documents required for intra-community or extra-community transactions, as the case may be.

**Art. 8 Withdrawal of vehicles - Storage charges - Complaints**

**8.1** Each vehicle purchased must be collected no later than 5 (five) working days after payment of the price as per Art. 7. Only collection of the vehicle is permitted, no alternative forms of delivery are possible; any transport costs are to be borne exclusively by the successful bidder.

**8.2** After expiry of the period referred to in Art. 8.1, the successful bidder shall pay BIAUTO GROUP SPA the storage and warehousing costs quantified at €20.00 (twenty euros) per day.

**8.3** Upon collection at the place indicated in the confirmation *email* referred to in Art. 6.2 the successful bidder or his delegate must present a copy of the signed contract. The successful bidder is obliged to check the condition of the car at the time of collection; in the event of uncontested collection, no further claims for defects or faults in the car may be made.

**8.4** If damage or a defect is found which is not specified in the vehicle description or damage report or not clearly visible in the pictures provided, a complaint may be made in accordance with the procedure set out in **Appendix 1**.

**Art. 9 Express termination clause**

**9.1** In the event of discrepancies in mileage, with a tolerance of 10% and/or discrepancies in the description of the vehicle or equipment which may affect the total value of the vehicle by more than 10%, the successful bidder shall have the right to have the agreement terminated pursuant to Art. 1456 of the Italian Civil Code.

**9.2.** In the event that the successful bidder intends to make use of the express termination clause in Art. 9.1, he must notify BIAUTO GROUP SPA exclusively by registered mail with return receipt to be sent no later than 3 (three) consecutive natural days after delivery of the car. Upon expiry of this period, in the absence of such notice, this express termination clause shall no longer be enforceable.

**Art. 10 Obligations and guarantees of the Registered User**

**10.1** The Registered User is obliged to comply with the procedures and fulfil all the obligations set out in the General Terms and Conditions and to behave in accordance with the principles of fairness and good faith.

**10.2** The Registered User undertakes to take all the precautions and technical measures necessary to protect the security of the data and business information exchanged during Auctions and to prevent access to B2bid by unauthorised third parties.

**10.3** Without prejudice to the freedom to take part or not take part in Auctions until they have started and to bid freely during the course of the Auction, the Registered User undertakes to hold his last bid firm for their entire duration, including the period necessary for the award and the conclusion of the contract and in any case until the deadline indicated by BIAUTO GROUP SPA.

**10.4** The successful bidder undertakes to conclude the contract with BIAUTO GROUP SPA within the agreed term.

**10.5** The Registered User agrees to:

*i)* provide a truthful description of his corporate purpose;

*ii)* not disrupt the proper conduct of Auctions through conduct or practices which are anti-competitive or detrimental to laws, regulations, usages or rights of third parties, such as, but not limited to, the fixing of prices and other conditions agreed with others to the detriment of third parties;

*iii)* pay the amount due pursuant to Art. 7.

**10.6** The Registered User hereby waives any and all claims for damages and/or costs incurred as a result of not participating in the Auction and/or not being awarded the vehicle(s) offered in the Auction.

**Art. 11 Processing of personal data**

By accessing B2BID the Registered User authorises BIAUTO GROUP SPA to process personal data, subject to acceptance of the Privacy Policy ([123buycars.com/privacy-policy](https://www.123buycars.com/privacy-policy)).

**Art. 12 Amendments to the General Terms and Conditions**

**12.1** Any changes to the General Terms and Conditions shall be published in the area reserved for registered users at www.123buycars.com.

In any case, the onus shall be on BIAUTO GROUP SPA to communicate any changes by the means deemed most appropriate. The latter, once communicated, shall be deemed to be tacitly accepted if BIAUTO GROUP SPA does not receive, within 72 (seventy-two) hours from the sending of their communication, an unequivocal manifestation of the Registered User's will not to accept them. The absence of a manifestation of will to the contrary and, in any case, the continued use of the User ID (*username* and *password*) by the Registered User shall be considered to be unconditional acceptance of the General Terms and Conditions as amended by BIAUTO GROUP SPA.

**12.2** Acceptance of changes by the Registered User may not be partial and shall be deemed to refer in full to the change(s) made. BIAUTO GROUP SPA reserves the right to revoke the use of the user ID (*username* and *password*) of any Registered User who declares that he does not accept even one of the changes to the General Terms and Conditions.

**Art. 13 Applicable law - Exclusive jurisdiction**

**13.1** Contractual relationships under the General Terms and Conditions shall be governed exclusively by Italian law.

**13.2** All disputes shall be submitted exclusively to the Court of Turin

BIAUTO GROUP SPA Registered User

Pursuant to and for the purposes of Art. 1341 and 1342 of the Italian Civil Code, the Registered User declares that he specifically approves in writing the following articles:

.- Applicable law - Exclusive jurisdiction: Articles 13.1 and 13.2

Registered User

ANNEX 1

**Complaints procedure/Claim Policy**

**Bodywork and mechanical damage**

* 1. **Definition**

Any vehicle (interior/exterior) or mechanical damage not specified in the vehicle description or damage report or not clearly visible in the pictures provided by BIAUTO GROUP may be the subject of a claim.

**Limitations**

The following are grounds for exclusion of the claim:

1. **Vehicle km:** The maximum mileage of a vehicle for which a claim can be made is **200,000** km;
2. **Vehicle value:** Claims are only accepted for vehicles with a value of more than **€3,000** (winning bid, incl. VAT);
3. **Value of claim:** Claims below **€300** are not accepted;
4. **Delayed withdrawn vehicles:** On vehicles withdrawn late (more than 14 working days after the official BIAUTO GROUP withdrawal authorisation);
5. **Wreck**: On non-functional and wrecked vehicles: "Wrecked cars".

BIAUTO GROUP does not accept claims relating to the quality of repairs/restorations previously carried out on the vehicle (in particular relating to the vehicle bodywork paint: paint thickness).

* 1. **Time limits for filing a complaint**

The maximum time limit for filing a complaint is 3 working days from the date of collection or delivery. Any claim filed after the expiry of this period shall not be considered.

**1.4 Procedure**

In the event of collection by a haulage contractor, the customer or his driver must mention the damage/defect either at the time of collection (endorsed by an authorised employee of the collection location) or at the time of delivery.

For technical damages, an external diagnostic report is mandatory. The Buyer must make a notification by email, to customer@123buycars.com, of any damage found or any missing accessories, enclosing a detailed estimate in ANIA format including part numbers and photographs of the damage, and the delivery note (which must contain the report of the disputed damage, which must be affixed when the car is collected).

* 1. **Further evidence of bodywork damage**

Photo or video: Any irrefutable photographic or video documentation demonstrating or illustrating defects must be included as evidence in support of the claim.

External report:

• In support of the claim, the complainant may provide official diagnostic reports or external reports including a standard description provided by the official workshop or authorised dealer.

• The ID numbers and prices of the required spare parts should be included in this documentation.

• All external documentation must reach us within one week of the submission of the complaint. BIAUTO GROUP shall not provide any reimbursement for the costs of acquiring additional test documentation.

Additional inspection

- BIAUTO GROUP is also authorised to appoint an assessor or an external audit centre (e.g. Dekra) to inspect the vehicle for a second opinion. In that case, it is not permitted to make any changes to the car before the external company has checked it.