

TERMS & CONDITIONS S | FREQUENTLY ASKED QUESTIONS

Thank you for choosing CarsOnTheWeb (COTW) as your partner for purchasing second hand cars! The Terms & Conditions outline your rights and your duties as a buyer in your relationship with COTW. To make it easier for you to become acquainted with these mutual rights and duties, we have listed some frequently asked questions with their answers, written in a non-legal language.

Please be aware that these frequently asked questions focus on specific topics, and are for your information only. They are not exhaustive and do not describe all of your rights and obligations under the Terms & Conditions s. Moreover, in case there would be a difference between these frequently asked questions and the Terms & Conditions, the Terms & Conditions remain leading.

1 WHAT IS THE COVERAGE OF THESE TERMS & CONDITIONS?

The Terms & Conditions cover the contractual relationship between the buyer and COTW. COTW consists of Ecadis nv (Belgium) and its affiliates, who are currently located in Belgium, Netherlands, Spain, Germany, France and Italy.

You will be bound by the Terms & Conditions as from the moment you fill out and submit the online registration form, if you make any usage of the platform, and if you otherwise accept the Terms & Conditions.

2 WHO CAN REGISTER TO THE CARSONTHEWEB PLATFORM, AND HOW DOES IT WORK?

The platform is exclusively available for buyers who are recognized car dealers or car traders.

Registration is done through the online registration form on our website and the transfer of documents such as company registration documents where the company activities are mentioned, a copy of the identity card * and proof for being a professional car dealer or car trader. It's required to have a valid VAT number. COTW will then assess the information and validate or reject the request.

* Note: Please provide us a copy of the ID card from the company's owner and, if applicable, a copy of the ID card from the primary contact person.

3 WHICH FEES ARE APPLICABLE?

The fees are listed in the [FAQ section](#) of the website. While bidding on a car, the applicable auction and country fees are indicated. The transport costs and extra services are mentioned on the car detail page under Very Important Information, if COTW offers transport on the envisaged route.

4 HOW IS THE PURCHASE PROCESS ORGANIZED?

- As soon as an auction for a car is opened, buyers can place bids. **Each bid is binding and cannot be withdrawn.**
- At the end of the auction, COTW transfers the highest bid to the seller.
- In principle, the seller has 48 hours (2 working days) to accept/decline the offer. Deviations from this term will be indicated on the car detail page under Very Important Information.
- In case the seller accepts, COTW purchases the car from the sellers, and sells the car to the buyer with the winning bid + additional fees.
- The buyer must confirm the car within 24h in MyCOTW. Here it is possible to verify invoice details and to order some additional

services such as transport, copy of documents, Optimo, ... The buyer must also declare the destination country. Please note: not confirming is not equal to cancelling the car!

- An order form is generated and the amount stated on the order form needs to be paid in the next 48h. After COTW has received the payment, the invoice is available in MyCOTW.
- COTW needs approximately 7-10 working days to prepare the vehicle for pick-up. COTW will make the Pick-up Authorization document available, so the car can be picked up.
- After delivery at the final location, the buyer needs to upload the complete final CMR or COD with ID-card of the driver.
- If the delivery documents are filled out correctly and approved by our administration, the original car documents are sent. The track-and-trace number is then available in MyCOTW. Please note: the destination address for the documents should be in the country where the company is registered.

Remarks:

- Cars that are [exported outside the EU](#) follow a slightly different process.
- The timings mentioned are the default timings, deviations may occur.

5 WHICH ARE THE GROUND RULES FOR THE USE OF THE PLATFORM?

- The buyer (main contact) is responsible for all his subbidders and their actions.
- The subbidder accounts only communicate with the main contact, not with COTW directly.
- The login and password are strictly personal and cannot be transferred or sold.
- Every bid is binding. Bids and purchases cannot be cancelled.
- The buyer needs to make proper use of the platform with respect for the process & timings.
- Each change in the company data (phone number, email or postal address) needs to be properly and timely communicated to COTW.
- The car documents will be delivered in the country where the company is registered.
- Payments need to be done by the main bank account registered on the company's name and from the country where the company is registered. In addition, the payment should be made in full.

6 WHAT ARE THE TRANSPORT POSSIBILITIES?

Transport is arranged by COTW. The transport costs and extra services are mentioned under Very Important Information, if COTW offers transport on the envisaged route. The delivery address must be located in an industrial area where a transport truck can unload the car.

The buyer can arrange transport himself on behalf of COTW.

Note: [Claims](#) for transport delays are not accepted.

7 WHEN DOES THE BUYER BECOMES THE OWNER OF THE CAR?

The buyer becomes owner of the car and thus carries the risk as soon as the car is delivered. In case the buyer takes care of the transport on behalf of COTW, the risk transfers to the buyer when:

- The car is picked-up by the buyer or the transport company on behalf of the buyer, or
- When the car is located for 2 weeks in the HUB after the receipt of the pick-up authorization document (or the period mentioned on the pick-up authorization document, which ever is shorter).

8 WHAT HAPPENS IF THE BUYER FAILS TO PICK UP THE CAR WITHIN THE DEADLINE?

COTW can charge an amount of 5,00€ per day after exceeding the deadline of 2 weeks to pick up the car (or the period mentioned on the pick-up authorization document, which ever is shorter). If the car is not picked up within 1 month after the sale confirmation, the purchase can be considered as being wrongfully cancelled by the buyer.

9 WHAT IS THE COVERAGE OF THE WARRANTY?

The list with damages that are not covered can be found in our [claims policy](#). Claims for damaged and wrecked vehicles, i.e. vehicles sold as “Technical and body damages”, “Specific body damages”, “Wrecked cars” or “Accident cars” are not covered. The warranty is not applicable when the non-conformity results from modifications made to the car, or use of the car.

For more information, please read our [claims policy](#).

10 WHAT HAPPENS WHEN THE CAR DESCRIPTION ON THE PLATFORM IS NOT CORRECT?

Because our vehicles are used/second-hand, they have all been subject to normal wear and tear. You, as a professional car trader, should always keep this in mind, along with other factors such as mileage, the residual value of the vehicle and the age of the vehicle when you purchase it from our platform. Although we often depend on information and descriptions provided by external parties, we are committed to publishing the actual state of the vehicles we auction. Nevertheless, human mistakes and/or differences in interpretation may occur. Knowing that this might affect your profitability, we, as a customer-oriented company, are dedicated to defending your interests, without losing sight of our own. It was with this in mind that we developed our [claim policy](#), which is a practical guide on claims handling in addition to our Terms & Conditions

11 HOW DO I FILE A COMPLAINT? HOW DOES IT WORK?

1. A complaint can be filed through the online claim form in MyCOTW → My Claims.
2. Any complaint must be thoroughly substantiated with all evidence necessary for COTW or any third party to be able to determine the non-conformity of the vehicle. For any external

damage, the buyer shall provide clear pictures, together with an estimate of the value of the damage. For technical problems, the buyer shall notify the defect in accordance with [clause 10.2 of the Terms & Conditions](#) and as soon as possible thereafter (and in no case more than one week after submission of the complaint) submit to COTW a document from an official workshop or dealer which describes the technical damage and lists the ID numbers of the required spare parts.

3. If the file is complete, COTW experts will investigate the file.
4. If the complaint is accepted as valid, COTW proposes a compensation or takes back the car (in some cases). In case there is a refund, you can find the credit note in MyCOTW under Archive → My Purchases.

Please consult our [claim policy document in your MyCOTW](#) account for more detailed information.

12 WHEN DO I FILE A COMPLAINT?

The moment and delay to file a complaint differs from the type of damages:

- All visible damages that can be noticed with a reasonable inspection at the moment of
 - pick-up when the transport is organized by the buyer need to be filled out on the transport document (CMR) ;
 - delivery when the transport is organized by COTW need to be filled out on the transport document (CMR).
- All other damages should be claimed at the earliest moment of
 - 3 days after delivery; and/or
 - having driven 100 kilometers after delivery.

13 WHAT HAPPENS IN CASE OF OVERDUE PAYMENT?

The standard payment term is 48 hours after confirmation of the sale.

In case the payment is not done in time, the buyer is automatically suspended from bidding after 6 working days (timing can vary upon the situation). In case the payment is more than 14 days overdue, the sale is considered as wrongfully cancelled which can imply permanent blockage.

14 CAN I CANCEL A PURCHASE?

The buyer needs to be aware that every bid is binding for 48h, after the auction is closed; or as indicated on the car detail page under Very Important Information. If the buyer's offer is accepted and the car is sold to the buyer within that period, the buyer cannot cancel his bid or the purchase.

In case the buyer cancels a purchase, COTW may decide to offer the buyer the possibility to regain access to the system, if the buyer pays the cancelation fee and if COTW has confidence that this behavior will not occur again.

15 CAN COTW SUSPEND OR BLOCK MY ACCESS TO THE PLATFORM?

COTW has the right to suspend for a definite or indefinite period any account for any reason. This includes, without limitation, the delay in car payment, suspicious behavior, suspicion of fraud or

VAT carousel or any other type of reason that COTW does not need to communicate to the buyer.

16 WHICH FISCAL OR VAT ELEMENTS NEED TO BE TAKEN INTO ACCOUNT?

- VAT laws relating to second-hand vehicles are constantly changing – especially when it comes to margin vehicles. The rules forbid you from deducting the VAT you pay on a margin car. And so CarsOnTheWeb always includes VAT in the price shown in this case.
However, as a dealer, there are ways you can benefit from the margin laws.

We comply with Belgian VAT rules for Margin cars and have chosen for the margin option. By doing so our cars are more attractive to our customers. This has as a consequence that we have to charge Belgian VAT on the services part, no matter where the car is exported to (inside EU or outside).

- The buyers need to be aware that in the majority of cases, the rules related to triangulation are applicable: a car from one country is sold to a buyer in another country, who is invoiced by a third country.
- COTW needs – for its own compliancy – to have evidence on the country to which the car has been transported. Therefore, the upload of the CMR and/or other documents is crucial, as is the declaration of the destination country.

17 WHICH DATA DOES COTW RECORD?

COTW records all data and information required for the well-functioning of the platform.

To better serve our buyers, we also use the data and information for internal marketing purposes. The buyer can adapt his preferences in MyCOTW → Account settings → Adjust my company settings.

18 CAN A BUYER USE THE INFORMATION (PICTURES, INSPECTION REPORTS, DESCRIPTIONS, ...) FROM THE COTW PLATFORM ONTO HIS OWN PLATFORM?

The information on the COTW platform is protected through the intellectual property rights clause. This implies that this information and the COTW brand cannot be used onto other platforms, unless COTW has given explicit approval in writing.