



GENERAL PLATFORM TERMS OF USE

CHAPTER A – GENERAL PROVISIONS

Article 1 - Definitions

- 1.1 In these general platform terms of use (the “**General Platform Terms of Use**”) the following definitions are used:
- a) **Account:** a profile on the Environment which is created by User;
 - b) **Application:** The “Bas World” application for use on mobile devices;
 - c) **Bas World:** Bas World B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, with its corporate seat and its principal place of business at (5466 AP) Veghel, at Mac Arthurweg 2, the Netherlands, registered at the Chamber of Commerce with company number 17103220;
 - d) **Buyer:** a professional party and User that proceeds to purchase a Vehicle through the Environment;
 - e) **Environment:** the website www.basworld.com, Application and any other application and/or website designed by or by order of Bas World, in which Sellers offer their Vehicles to potential Buyers;
 - f) **General Platform Terms of Use:** these General Platform Terms of Use of the Environment;
 - g) **Offer:** a Seller’s proposal to contract into a Safe Deal;
 - h) **Personal Data:** any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified directly or indirectly;
 - i) **Provided Services:** the Services provided by Bas World to User based on a Service Agreement;
 - j) **PSP:** the payment service provider used for the Safe Deal;
 - k) **Safe Deal:** the agreement between a Seller and a Buyer for the sale of a Vehicle. This agreement is fully concluded and executed on the Environment, is regulated in additional terms and conditions and, in an obligatory manner, (inter alia) governs the manner, method, distribution of payment and the transmission of relevant documents regarding the Vehicle;
 - l) **Sales Price:** the price agreed upon by Seller and Buyer for the Vehicle, including any taxes, levies, delivery, insurance and/or other price-increasing costs and/or the price of additional purchases other than the Vehicle (upselling);
 - m) **Seller:** a professional party and User offering Vehicles through the Environment to other Users;
 - n) **Service(s):** any service in the field of e-commerce, advertising, sale & transaction support, transport, shipment, import or export of Vehicles or services otherwise related thereto, which User and Bas World agree upon to be carried out by Bas World;
 - o) **Service Agreement:** the agreement between Bas World and User regarding the provision of Services;
 - p) **User:** every visitor of the Environment;
 - q) **Vehicle:** any new or used vehicle, equipment and machinery; and
 - r) **Vehicle Check-In:** the Service provided to Seller by which Bas World prepares a concept for the Offer by collecting the essential specifications of the Vehicle.
- 1.2 Except where otherwise provided in these General Platform Terms of Use or required by context, the following shall apply in the interpretation of these General Platform Terms of Use: the singular also refers to the plural and vice versa.

Article 2 - Applicability

- 2.1 These General Platform Terms of Use shall apply to the use of the Environment and all Services carried out by Bas World.
- 2.2 The applicability of any other general terms and conditions used by User, is explicitly rejected.
- 2.3 Bas World may amend these General Platform Terms of Use at any time. The amended General Platform Terms of Use will apply as soon as they are made available in the Environment.

Article 3 - Account

- 3.1 User warrants unconditionally that it meets the following requirements:
- a) User must have an account on the Environment;
 - b) User acts within the framework of its business activities or profession;
 - c) User must have a registration at the Dutch Chamber of Commerce or at an equivalent register in its place of business or incorporation; and
 - d) User must be accessible by e-mail.
- 3.2 To create an Account, any or all of the following information may be required from User:
- a) company name;
 - b) first name and last name of a company representative;
 - c) copy of the ID of the registered company representative;
 - d) email;
 - e) telephone number;
 - f) password;
 - g) company website;
 - h) street and number;
 - i) postal code and city;
 - j) country;
 - k) registration documents from the Dutch Chamber of Commerce or from an equivalent register;
 - l) VAT-number (only in case User has one).
- 3.3 User is responsible for the accuracy of the information in the Account.
- 3.4 At all times and under all circumstances, Bas World may take any measures it deems necessary, including but not limited to, not processing, blocking or erasing the request for or the use of the Account or block the sale and/or purchase of Vehicles in the Environment and/or Bas World may require that additional conditions are met, such as providing additional information by User, which are all at Bas World’s sole discretion.
- 3.5 User is solely responsible for the use of its username and password of the Account. Bas World recommends User to use a unique password and store this password carefully and keep it secret.
- 3.6 User is not entitled to let others use the Account. Bas World is not responsible for any unauthorized use of User’s Account.

- 3.7 When proceeding to buy or sell a Vehicle User agrees to act in accordance with these General Platform Terms of Use, all applicable laws and regulations.
- 3.8 Bas World is not liable for late or unclear transmission of information or manifest clerical errors, regardless of whom the information relates to or to whom it is provided.

Article 4 - The Environment

- 4.1 The Environment provides Sellers the opportunity to offer a Vehicle to potential Buyers and provides Buyers the opportunity to search for Vehicles. In the Environment User may only use visual materials or images of which User has the right of use of. For the avoidance of doubt, any images with copyrights of third parties may not be used in the Environment.
- 4.2 Under these General Platform Terms of Use Bas World grants User, a revocable, non-exclusive, non-transferable, limited license to use the Environment.
- 4.3 The use of the Environment is strictly personal, and User is not allowed to share the Environment with any third party without the prior written consent of Bas World. User is not allowed to misuse the Environment in any way whatsoever.
- 4.4 Bas World reserves the right to, temporarily or permanently, modify, suspend (e.g., for maintenance) or discontinue the Environment or any service to which it connects, with or without notice and without Bas World being liable towards User for such events.

Article 5 - Service Agreement

- 5.1 Seller is obliged to engage Bas World as provider of Services. To that end, Seller is obliged to select one of the services packages designed by Bas World. After which Seller and Bas World conclude a Service Agreement. The prices of the Services are described on the Environment.
- 5.2 Buyer may engage Bas World as provider of Services, in which event Buyer and Bas World will conclude a Service Agreement.
- 5.3 User understands and acknowledges that:
- a) Bas World has specific knowledge about, and experience with, transactions regarding Vehicles and especially in the field of e-commerce, advertising, sales (intermediation), transport, shipment, import and export of Vehicles;
 - b) Bas World, to the best of its ability ("*inspanningsverbintenis*"), will use its knowledge and experience to assist User in order to execute the Safe Deal; and
 - c) Bas World may refuse at its sole discretion to provide Services;
- 5.4 The prices of the Services, and any other service that Bas World offers, are described on the Environment.
- 5.5 All quotations or pricelists made available on the Environment or communicated by Bas World, in whatever form, are given as indications and are without any engagement.
- 5.6 A Service Agreement will be concluded by User's acceptance thereof. Acceptance will be effected on the Environment.
- 5.7 Bas World will charge all Provided Services by issuing an invoice to User. The agreed term of payment will be fourteen (14) days or explicitly stated otherwise. Bas World retains the right to require an advance payment.
- 5.8 Not paying the invoices in the timeframe as mentioned in Section 5.7, can lead to the immediate removal or deactivation of all User's adverts on the platform and/or the Account.
- 5.9 Invoices for Provided Services will always be in Euro and, if applicable, including VAT. Payment will only take place in Euro, unless explicitly stated otherwise.

Article 6 - Data Protection

- 6.1 With regard to the processing of Personal Data through the Environment, Bas World is data controller. Bas World determines the purpose and means of the processing. The Environment of Bas World processes the Personal Data, and the User is the data subject. Bas World shall process Personal Data in accordance with applicable privacy laws and regulations. The Environment shall only process Personal Data on behalf of, and in accordance with, instructions and under responsibility of Bas World.
- 6.2 The privacy statement of BAS Holding B.V. (<https://www.basworld.com/privacy-disclaimer>), a private company with limited liability registered at the Chamber of Commerce with company number 17120393 and parent company of Bas World, including possible future amendments is applicable to the use of the Environment and all Services carried out by Bas World. Buyers, Sellers and all other Users are obliged to comply with all the principles and articles described in this privacy statement.

Article 7 - Intellectual Property

- 7.1 All intellectual property rights relating to the Environment, including, but not limited to, the source codes, websites, portals, data files, as well as the trademarks, designs and copyrights regarding the graphical user interface are held exclusively by Bas World. Except as expressly provided otherwise in these General Platform Terms of Use, no other rights or licences regarding intellectual property rights are granted or implied.
- 7.2 Bas World has taken technical measures to protect the Environment. User is not allowed to remove or bypass such technical measures or have such technical measures removed or bypassed under pain of immediate suspension of use of the Environment and notwithstanding the right of Bas World to claim full damages.

Article 8 - Liability of Bas World (and its employees, affiliates, auxiliaries, agents etc.)

- 8.1 User expressly acknowledges and agrees that the use of the Environment is at User's sole risk. To the maximum extent permitted by applicable law, the Environment and the Provided Services are provided "AS IS", with all faults and without warranty of any kind. Bas World hereby disclaims all warranties and conditions.
- 8.2 Save for a wilful act or wilful recklessness by Bas World, Bas World shall not be liable to User for any direct and/or indirect damages, which include, but is not limited to, damages by reason of any:
- a) lack of representation;
 - b) implied warranty;
 - c) condition or other term;
 - d) processing of Personal Data;
 - e) violation of one User's obligation as data controller towards another User;
 - f) loss of profit;
 - g) indirect, special or consequential loss or damages (whether caused by the negligence of Bas World, its employees, agents or otherwise) including, loss of data, penalties and fines;
 - h) interruption in production;
 - i) interruption of operations;
 - j) use or misuse of the Environment;

- k) use or misuse of User's account in relation to the use of the Environment;
- l) failure to supply the Environment;

regardless of:

- whether such damages were foreseeable;
- whether or not User was advised of the possibility of such damages;
- the legal theory (contract, tort, unlawful act or otherwise) upon which the claim is based; and
- notwithstanding the failure of any agreed or other remedy of its essential purpose.

- 8.3 Notwithstanding the foregoing, Bas World's aggregated and cumulative liability towards User for any damages or losses shall never exceed an amount of EUR 500, - (in words: five hundred euros) per Account.
- 8.4 In the exceptional situation that Section 8.3 is not applicable, Bas World's total liability towards User for any damages or losses, is limited to the maximum amount paid, or that should have been paid, to Bas World for the relevant Services.
- 8.5 In the exceptional situation that Section 8.4 is not applicable, Bas World's total liability towards User for any damages or losses, is limited to the amount actually paid out by its liability insurer, increased by the deductible which is applicable to Bas World.
- 8.6 The limitation of liability in this Article 8 also applies to Bas World's employees, affiliates, auxiliaries and agents. The aforementioned parties can derive rights on their own from this Article 8 and can invoke those rights against User. Those rights qualify as a third-party clause ("*derdenbeding*") under Dutch Law. Section 6:253 and section 6:254 of the Dutch Civil Code apply.

Article 9 - Miscellaneous

- 9.1 If any provision of these General Platform Terms of Use conflicts with any mandatory statutory provision of Dutch law and/or regulation, that provision shall not be applied and parties shall agree on a new provision with the same, or practically the same, effect. The other provisions of these General Platform Terms of Use will remain fully in effect.

Article 10 - Applicable law and disputes

- 10.1 These General Platform Terms of Use are exclusively governed by the laws of the Netherlands.
- 10.2 All disputes arising out of or in relation with these General Platform Terms of Use shall exclusively be referred to the competent court "Rechtbank Oost-Brabant", the Netherlands.

Article 11 - Complaints

- 11.1 If User has any complaints regarding Bas World, please contact Bas World at: complaints@basworld.com.
- 11.2 In the event of a complaint as referred to in Section 11.1, User shall be obliged to substantiate the complaint with at least the following information:
- a) a description of the complaint; and
 - b) documentation that supports the submitted complaint.
- 11.3 A complaint as referred to in Section 11.1 must be submitted within three (3) working days after the complaint has arisen. In the absence of such notification User shall lose all rights relating to that complaint.

CHAPTER B – SELLER'S PROVISIONS

In addition to the general provisions of Chapter A, the provisions of this Chapter B apply if User qualifies as a Seller.

Article 12 - Seller's Offers

- 12.1 Seller is required to follow all instructions from Bas World when placing an Offer in the Environment. In the event that Seller decides to make an Offer, Seller is obliged to select one of the services packages as described in the Environment. The service package will apply to all Vehicles Seller might offer on the Environment, unless explicitly agreed otherwise. The applicable fee will be payable as of the day the Offer is removed from the Environment, unless Seller can undeniably proof that (a) the Vehicle was not sold and (b) remained Seller's property.
- 12.2 When Seller requests a Vehicle Check-In, Seller is obliged to prepare the Vehicle. This means that the Vehicle is available, clean, ready for inspection and testing, all vehicle registration documents are available at the date and time agreed upon with Bas World, and Seller will comply with all reasonable requests from Bas World to provide more information in order to process the request of a Vehicle Check-In. If Seller fails to comply with the foregoing, Bas World will charge Seller for the extra costs incurred. The acceptance of the requested Vehicle Check-In is to Bas World's sole discretion.
- 12.3 All Offers will be issued on the Environment and/or promoted online and/or via e-commerce channels, all according to the agreement between Seller and Bas World. Possible e-commerce channels are search engines, banners and social media. Seller can (against extra costs) request that additional e-commerce channels are used other than the regular e-commerce channels of Bas World. Bas World retains the right to anonymously promote Vehicles online. Bas World also retains the right to select, use and change the means of promotion as it deems fit, unless parties agree otherwise in writing.
- 12.4 Seller may offer new and used Vehicles. Insofar as a Vehicle is not marked as "new", the Offers relate to used Vehicles.
- 12.5 Seller guarantees to Bas World that all offered Vehicles are vehicles:
- a) of which Seller is the rightful owner;
 - b) that are still available for sale;
 - c) are not encumbered with a right of pledge or any other limited right;
 - d) can be delivered within ten (10) days after the conclusion of a Safe Deal; and
 - e) will be delivered with all original and authentic documents.
- 12.6 Bas World retains the right to block certain Offers, Vehicles or any image at any time and for whatever reason and especially in case the Offer or offered information is incomplete.
- 12.7 Bas World has the right, but by no means an obligation, to add information to any Offer of a Seller or adjust information provided. Bas World will always inform Seller of such addition or adjustment of information.

- 12.8 Seller shall only upload and provide images and information that is up-to-date and accurately reflects the actual state of the Vehicle. Seller also guarantees that all information uploaded and/or provided is complete, true, fair and that all information regarding defects and/or other circumstances that might negatively impact the value of the Vehicle, has been disclosed.
- 12.9 Any uploaded image shall only display the Vehicle and nothing else, nor shall Seller copy any images without any source references.
- 12.10 Vehicles that are sold will be marked as "sold" and/or removed from the Environment immediately.
- 12.11 Seller understands and acknowledges that:
- a) Bas World intends to bring together supply and demand regarding Vehicles via the Environment and will only assist in the execution of a Safe Deal;
 - b) Seller may communicate Offers via the Environment at Seller's own discretion;
 - c) Seller uploads and provides descriptions and images of the Vehicle to the Environment and that Seller is solely responsible for the accuracy of the data in its Offer, even when such information is partly provided by Bas World;
 - d) Bas World does not have any obligation to check or verify information provided by Seller, to inspect the Vehicle or to ascertain Seller's trustworthiness;
 - e) Bas World will never be liable for any damages or costs incurred in relation to any mistake, error or misrepresentation of any information provided by Seller, nor will Bas World be liable for any damages or costs incurred in relation to the Seller not being able to sell the Vehicle for the recommended price.
- 12.12 Any Vehicle that could not be sold in the Environment can be reoffered by Seller. Bas World will then again charge Seller for the Services provided.
- 12.13 Bas World will charge all Provided Services by issuing an invoice to Seller. An invoice will be sent as soon as the Vehicle is removed from the Environment, unless Seller can undeniably prove that (a) the vehicle was not sold and (b) remained his property. The agreed term of payment will be fourteen (14) days or the day prior to the day of delivery of the Vehicle to the Buyer, whichever day is first. Bas World retains the right to require an advance payment.
- 12.14 Seller indemnifies and holds Bas World harmless from and against any claim of third parties, for whatever reason. These reasons include compensation of damages, costs, losses, or interest, in connection with the use of the Vehicles supplied by Seller or Services provided by Bas World, including, but not limited to, the use of the terms and conditions regarding the Safe Deal.

CHAPTER C – BUYER'S PROVISIONS

In addition to the general provisions of Chapter A, the provisions of this Chapter C apply if User qualifies as a Buyer.

Article 13 - Buyer's position

- 13.1 Buyer may (at Buyer's choice) respond to any Offer of any Seller via the Environment, in accordance with these General Platform Terms of Use.
- 13.2 Buyer understands and acknowledges that:
- a) Bas World intends to bring together supply and demand regarding Vehicles via the Environment and will only assist in the execution of a Safe Deal;
 - b) Seller may communicate Offers via the Environment at Seller's own discretion;
 - c) Seller uploads and provides descriptions and images of the Vehicle to the Environment and that Seller is solely responsible for the accuracy of the data in its Offer;
 - d) Bas World does not have any obligation to check or verify information provided by Seller, to inspect the Vehicle or to ascertain Seller's trustworthiness;
 - e) unless explicitly indicated otherwise, measurements, photographs, drawings, sketches and other images are only indicative and intended to give Buyer an impression of the Vehicle. Buyer cannot derive any rights from such images towards Bas World;
 - f) Bas World will never be liable for any damage or costs incurred in relation to any mistake, error or misrepresentation of any information provided by Seller to Buyer.
- 13.3 Buyer indemnifies and holds Bas World harmless from and against any claim of third parties, for whatever reason. These reasons include compensation of damages, costs, losses or interest, in connection with the use of the Vehicles bought by Buyer on the Environment or Services provided by Bas World.

CHAPTER D – SAFE DEAL PROVISIONS

In addition to the provisions of Chapter A, B and C the provisions of this Chapter D apply if a Seller and a Buyer wish to enter into a Safe Deal.

Article 14 – Safe Deal

- 14.1 Users understand and acknowledge that:
- a) Seller, at its sole discretion, determines whether it wants to conclude a Safe Deal;
 - b) Bas World may carry out Services to assist in the execution of the Safe Deal;
 - c) Bas World will never be liable for any damages or costs incurred in relation to anything Users did or did not do in the precontractual phase;
 - d) Bas World is never liable for User's failure in reaching an agreement with one another, an agreement being cancelled or a non-performance of the agreement between the Users by either one of the Users.
- 14.2 The Safe Deal is concluded exclusively between Buyer and Seller. Bas World will never be a contracting party to the Safe Deal. Bas World shall act as intermediary only and, except as explicitly agreed otherwise, shall not be considered an agent, representative or subordinate of Seller or Buyer. Bas World shall assume no liability for any performance by any User under or prior to a Safe Deal.
- 14.3 Buyer can assert claims for defects of Vehicles originating from such Safe Deal exclusively against Seller. Seller and Buyer will indemnify and hold Bas World harmless from any damages suffered by Bas World in respect to any claim arising from a Safe Deal by either a third party or from Seller and/or Buyer.
- 14.4 Bas World will never be liable for any damages or costs incurred by Users in relation to the Vehicle including, but not limited to, damages and defects of the Vehicle, the suitability of the Vehicle for its intended use and any specification or properties of the Vehicle or Seller's failure to transfer ownership.
- 14.5 All payments for the Safe Deal will be conducted using a PSP. At the check-out, aside from transferring the Sales Price, Buyer also has to transfer every amount due for Provided Services and possible interests. In case of Seller, this means that Bas World will deduct all due payments for Provided Services after which the Sales Price will be transferred to Seller. Both Buyer and Seller, by accepting these General Platform Terms of Use, irrevocably provide a power of attorney to Bas World to conduct and/or settle the payments in this way. Seller hereby grants Bas World and the PSP, selected by Bas World, an irrevocable power of attorney to collect and/or settle any debts arising from the Safe Deal.
- 14.6 In case of a dispute between Buyer and Seller, Bas World may conduct inquiries to the best of its ability ("*inspanningsverbintenis*"). Users irrevocably provide a power of attorney to Bas World to conduct inquiries on their behalf. Bas World is under no circumstances obliged to achieve a certain result ("*resultaatsverbintenis*"), to provide aftersales services or settle claims.
- 14.7 Unless agreed otherwise, the Safe Deal Term and Conditions will apply to every Safe Deal.