

ADESA EUROPE PURCHASING TERMS AND CONDITIONS

1) SCOPE. These Terms and Conditions (“**T&Cs**”) set out the terms of the contract of sale of motor vehicles between Seller and ADESA Europe. Each vehicle submitted by Seller is subject to these T&Cs.

“**ADESA Europe**” shall mean ADESA Europe NV, or any one of ADESA Europe Holding NV, ADESA Europe NV, ADESA Belgium NV, ADESA Nederland B.V., ADESA Deutschland GmbH, ADESA France SAS, ADESA Italia S.R.L., and ADESA Subastas España, S.L.

“**Seller**” shall mean the undersigned legal entity or natural person who is trading in one of the following categories: fleet owner (public or private), leasing company, rental company, car trader/dealer, or private person acting for professional purposes.

2) SELLER CONFIRMATIONS. By submitting a vehicle to ADESA Europe for sale, Seller confirms and promises the following for each vehicle:

- (i) Seller is the owner of the vehicle and holds all rights in the vehicle, free of any liens and encumbrances. There is no outstanding financing on the vehicle on the date of transfer.
- (ii) Seller possesses the vehicle documents (including registration certificate and conformity certificate), and it will provide these to ADESA Europe by registered post.* If Seller does not possess the registration certificate or conformity certificate, Seller will inform ADESA Europe before the auction.
- (iii) The information on the registration certificate or conformity certificate matches the vehicle information. The vehicle information provided by Seller is correct and complete.
- (iv) Seller has informed ADESA Europe of any known technical defects on the vehicle including but not limited to faulty odometer, and it has informed ADESA Europe of any accidental damage repaired. The repair declaration must be made regardless of whether the damage was caused by collision, accident, weather or by some other incident. The vehicle will remain free from any damages and defects, except as detailed in the vehicle information.
- (v) Seller has informed ADESA Europe either that the vehicle is subject to the VAT rules or that the margin scheme (if no VAT was deducted for the acquisition of the vehicle) applies.

3) ADESA EUROPE PURCHASE. ADESA Europe may agree to buy the vehicle from Seller in its discretion. After the payment of Seller’s invoice by ADESA Europe, ADESA Europe becomes the owner of the vehicle and Seller will timely take the necessary actions to comply with transfer of ownership, if needed. After the payment of Seller’s invoice by ADESA Europe, Seller is to release the vehicle for pick-up by the ADESA Europe designated transport company, unless agreed otherwise. Seller maintains the responsibility and risk for damage or theft until the moment at which it is picked up by the ADESA Europe designated transport company.

4) ADESA EUROPE CANCELLATION. On pick-up or receipt of the vehicle, ADESA Europe has the right to examine (or have examined on its behalf) the vehicle and satisfy itself that the vehicle complies with the vehicle information and descriptions provided by Seller. ADESA Europe may cancel the purchase in the case of technical defects that were not communicated to ADESA Europe prior to the auction and for which Seller does not accept the repair costs in accordance with the specifications, or if there are differences between the information provided by Seller pertaining to the vehicle and reality (including aspects such as options, engine, age, kilometers and damage), insofar as the ensuing damage or discrepancies is not compensated by Seller after the submission of a set of specifications.

* For certain sales, ADESA Europe can request a colored, readable copy or the original version of the vehicle documents before payment; Seller will be informed of this before the auction.

5) CONFIDENTIALITY. Seller shall keep all confidential information (including but not limited to pricing) disclosed to it by or on behalf of ADESA Europe confidential, use such information solely for the purpose of fulfilling its obligations under these T&Cs, and not disclose such information to any third party except with the prior written consent of ADESA Europe.

6) INDEMNITY. Seller shall indemnify, defend and hold harmless ADESA Europe from and against any losses, damages, claims, costs or expenses suffered or incurred by ADESA Europe arising out of or in connection with a breach by Seller of these T&Cs (including the confirmations and promises in clause 2).

7) GOVERNING LAW. These T&Cs are governed by, and construed in accordance with Belgian law, without reference to the conflict of law rules. The courts of Leuven, Belgium shall have exclusive jurisdiction to settle any and all disputes which may arise out of or in connection with these T&Cs.

8) ADDITIONAL TERMS. Seller agrees to comply with the ADESA Seller Auction Management Principles, which ADESA Europe will make available to Seller and which may be modified by ADESA Europe from time to time. Seller acknowledges and agrees that modified versions can be provided to Seller via electronic means, including via email or website posting.

9) AUDITS. Seller consents to and agrees to cooperate with ADESA Europe's seller audit procedures, which may include but not be limited to a review of the following: (i) website and facilities; (ii) VAT; (iii) creditworthiness; (iv) signed T&Cs; (v) vehicles and documents; and (vi) bank account.

10) MISCELLANEOUS. If a provision of these T&Cs is finally determined to be, or becomes, invalid, illegal or unenforceable, then such provision shall, if possible, be replaced by the parties by a valid, legal and enforceable clause reflecting as close as possible the initial intentions, or, if that is not possible, it shall be deemed deleted. These T&Cs have been drawn up in English and its provisions will be interpreted and construed in accordance with applicable law as set out in clause 7 and their generally accepted meanings in the English language. Any translation of these T&Cs is for the convenience of the parties only, and shall not be binding towards any party. The rights and remedies of each party under, or in connection with, these T&Cs may be waived only by express written notice to the other party. Any waiver shall apply only in the instance, and for the purpose for which it is given.