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, SAS with a capital stock of €55,000, registered under number B 408 901 916 on the trade and companies register in Miroir (France), whose headquarter is 88500 Ambacourt – Le Moulin Collot – 88500 AMBACOURT – FRANCE, editor of the websites www.via-mobilis.com, www.planet-trucks.com, www.truckstyles.com, www.euro-construction-equipment.com, www.euro-fourklift.com, www.euro-agriculture.com provides to Internet users a paid service of classified ads listing (hereby referred to as “the Service”) on its website

1. Acceptance of General Terms and Conditions

The Service is restricted to those legally capable of signing contracts. EUROPE CAMIONS INTERACTIVE reserves the right to modify from time to time 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 modified 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. The User is invited to make 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, the User will be subject to refusal of access to the Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels and supersedes all the previous versions.

2. Service Description

The Service enables the User to submit his/her classified ads to the websites managed by EUROPE CAMIONS INTERACTIVE.

3. Classified ad listing and duration of service

3.1. The User can submit one or several classified ads inserted by the Service users. In order to avoid any belated 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, the classified ad will be inserted on the website.

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 remove 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. However, the User is not reimbursed in full, even if the classified ad is removed before the listing ends.

3.5. Classified ad modification

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

4. Internet user engagement

The Service enables Internet users 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 consist of a simple list
- does not consist of any advertising excluding, but not limited to, those concerning export control, consumer rights, unfair competition, discriminatory practices, or misleading statements.

5. Responsibility

The listed classified ads are edited and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE reserves the right to refuse, at any moment, to publish any classified ad or withdraw any advertisement from display for any reasons whatsoever, without being held liable for any loss, damage, loss of profit, costs or fees.

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. Therefore, the User is invited, for his own protection, and as a condition of using the Service, to use his commercial judgment and his own means of verification.

Notwithstanding the above, EUROPE CAMIONS INTERACTIVE reserves the right, for 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) and to remove it, if necessary, than the User has not reimbursed the full amount eventually paid.

Should EUROPE CAMIONS INTERACTIVE be the subject of legal action or complaints from a third party against the User for non-compliance with the present Terms and Conditions, then the Internet User shall release EUROPE CAMIONS INTERACTIVE from all responsibility and indemnify it 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 classified Ad Service and its communication network. Nevertheless, the above statement is merely the obligation of means, and EUROPE CAMIONS INTERACTIVE does guarantee neither continuity of service, nor the continuity of service such EUROPE CAMIONS INTERACTIVE cannot 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 damage due to force majeure or due to any use of Internet of 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 price of the classified ad listing is charged accordingly with the quotation issued by EUROPE CAMIONS INTERACTIVE and signed by the User. EUROPE CAMIONS INTERACTIVE reserves the right to modify the prices at any given moment. In that case, the user will receive an email, and have a month from the date of invoice issue with the new prices to cancel the order. The User acknowledges that the receipt of the invoices is due upon their receipt by the User. EUROPE CAMIONS INTERACTIVE reserves the right, at any given moment, to refuse payment before the date of service resulting from the general sales terms and conditions.

In cases of late payment, a charge equal to three 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 Civil 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 protocol: Crédit Mutuel and PayPal, for American customers.

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

- Transfers: Direct Debit Payment
- Transfers: Direct Debit Payment

The credit card number provided by the client and the final validation of the transaction must be in accordance with the provisions of the French Law of March 13, 2000, and the current liability for the sums due under the contract. 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 26 35 88 60 to block the account.

EUROPE CAMIONS INTERACTIVE’s computer systems in conditions of reasonable safety shall be considered as evidence in case of dispute concerning the execution of the contract. The parties are expressly agreed that, in the absence of a manifestation of non-delivery or non-acceptance by the User, the User acknowledges that the User has the ability to receive messages and chain emails between the parties. It is expressly agreed that, in the absence of a manifestation of non-delivery or non-acceptance by the User, the User acknowledges that the User has the ability to receive messages and chain emails between the parties.

EUROPE CAMIONS INTERACTIVE information system have protective 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. Therefore, EUROPE CAMIONS INTERACTIVE cannot not be held liable for any potential faults or damages to third parties. The data transmitted online. For that purpose, the websites use a SSL (Secure Socket Layer) payment protocol.

Any complaint or objections should be submitted in writing to the following address:

Headquarters: 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 Court of EPINAL shall have sole jurisdiction in settling any lawsuit or dispute resulting from any non-compliance with the above contract. 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 undertake to make available, upon request of the User, 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 is declared null and void by a current legal decision having become definitive, it shall therefore be deemed as not written but nevertheless shall not lead to the nullity of the remainder of the contract. In such a case, either 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, this invalidity shall not affect the validity of the contract or any of its terms resulting from the said clause.

10. About Europe Camions Interactive

To Tel: +33.3.29.29.30.30 – Fax: +33.3.29.37.09.09

Headquarters: EUROPE CAMIONS INTERACTIVE – Le Moulin Collot – 88500 Ambacourt – FRANCE

Camembert Commerce de Mirecourt B 408 901 916 – APE Code 6312Z – Capital of 55,000 € – International VAT number: FR1340809196