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 Mirecourt (France), whose headquarters are located at Le Moulin Collot – 88500 AMBACOURT – FRANCE, editor of the websites www.via-mobilis.com, www.planet-trucks.com, www.planet-trucks.com, www.euro-composition-equipment.com, www.euro-forklift.com, www.euro-agriculture.com provides to Internet users a classified ads listing (hereinafter referred to as "the Service") on its website:

1. Acceptance of General Terms and Conditions

The Service is accessible only to the Internet user subject to his/her full acceptance of the General Terms and Conditions. Consequently, the Internet user acknowledging having read and accepted the present General Terms and Conditions. The more fact of using the said Service implies full acceptance of the present General Conditions. The Service is restricted to those legally capable of signing contracts under the terms of the French Civil Code. EUROPE CAMIONS INTERACTIVE reserves the right to modify 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 presented 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. Should the User not wish to accept the modified copy of the Terms and Conditions valid at the time of his/her contract signature. Should the User violate the present Terms and Conditions, EUROPE CAMIONS INTERACTIVE reserves the right to refuse him/her access to this Service. The General Terms and Conditions have been updated on June 5th 2018. This edition cancels and replaces all the previous versions.

2. Service Description

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

3. Classified ad listing and duration of service

3.1. The User is the only person authorized to use the Service. In order to avoid any disputed 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 ad is made available online.

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 update his/her 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. Should the User fail to update the classified ad within the 30 days, it will be automatically removed from the website.

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 User undertakes:

To provide the most accurate with 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 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 violate the User’s existing contracts including, but not limited to, those concerning export control, consumer rights, unfair competition, discriminatory practices, or misleading the public.

5. Responsibility

The listed classified ads are edited and validated under the sole responsibility of their respective authors. EUROPE CAMIONS INTERACTIVE does not verify any classified ads itself. Neither does it check or screen the various classified ads in order to provide a better result. EUROPE CAMIONS INTERACTIVE does not interfere in any transactions between buyers and sellers.

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. Notwithstanding the above, EUROPE CAMIONS INTERACTIVE reserves the right to refuse to publish a classified ad that is deemed contrary to its commercial or moral interests (whether by its nature, its content or its presentation) on no matter which Website. Should the User, in this case, reimburse the full amount then paid. Should EUROPE CAMIONS INTERACTIVE be the subject of legal action or complaints from a third party, its responsibility does not exceed the continuance 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 loss or damage related to the interruption of services, external intrusion, or computer virus.

6. 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 each classified ad is due upon its placement on the website. Should the User decide to cancel and replace all the previous versions.

7. Credits

The credit card number provided by the client and the final number of credits are kept by EUROPE CAMIONS INTERACTIVE's computer systems in accordance with the data protection laws in force.

The purchase orders and invoices are safely stored on reliable and sustainable media in order to provide a trustworthy, exploitable copy in compliance with the article 1348 of the French Civil Code.

8. Credits

The user can buy credits to use as visibility options or to post ads. Each credit has a valid period of 12 months. When purchasing a new credit pack, the validity period is automatically extended for 12 more months. In no way can the user claim reimbursement for any bought or offered credits.

9. Subscription

Once the User subscribes to EUROPE CAMIONS INTERACTIVE’s service, he/she makes a contractual commitment of a month, which is automatically renewed. The User may terminate his/her contract at any time with the approval of the said item. In any case, the User must have submitted an order letter with an acknowledgment of receipt at: EUROPE CAMIONS INTERACTIVE, International, 88500 Ambacourt, France. The whole subscription lasts 60 days upon the receipt of the contract termination by EUROPE CAMIONS INTERACTIVE (date as per the postmark).

The internet user can rent advertising spaces on the ECI websites for a limited time set in the quote for the advertising campaign. The advertising campaign will be published when the campaign is cleared. Unless stated otherwise in the contract, the advertising banners, created by ECI for the client, remain the property of ECI and are available on request for any other purposes than those of the advertising campaign.

11. Personal Data

The data provided on the website will not be used for commercial purpose by EUROPE CAMIONS INTERACTIVE. EUROPE CAMIONS INTERACTIVE will not transmit any data to a third party without informing the User that this electronic processing of his/her personal data has been declared to the CNIL under the number 1200686, of October 26, 2006. In conformity with the data protection law and the implementation of the 2004/80/EC Directive, the User may find information about how, either directly online, or by mail sent to EUROPE CAMIONS INTERACTIVE to the following address: Le Moulin Collot – 88500 Ambacourt, France, or by email addressed to: info@via-mobilis.com.

To find out more about the way your information is collected and used by EUROPE CAMIONS INTERACTIVE, see page “Privacy policy”.

12. Force majeure

In case of force majeure, whether of one of the parties may not be sought if the execution of the contract is delayed or impeded by reason of unforeseeable circumstances or force majeure, due to the other party’s circumstances, such as circumstances relating to the law, to war, to fire, or military interventions, natural disasters, fire or water damages, interruption of telecommunications or electrical networks.

Unless explicitly stipulated otherwise by letter with acknowledgement of receipt or a confidentiality clause added to the service subscription, the data collected from the Internet user, the data stored in the electronic processing of the User’s personal data has been declared to the CNIL in accordance with the law of October 26, 2006, following the User’s contract or acquiesces to its breach, either permanently or temporarily, then the User’s personal data has been declared to the CNIL under number 1200686, of October 26, 2006. In conformity with the data protection law and the implementation of the 2004/80/EC Directive, the User may find information about how, either directly online, or by mail sent to EUROPE CAMIONS INTERACTIVE to the following address: Le Moulin Collot – 88500 Ambacourt, France, or by email addressed to: info@via-mobilis.com.

13. Intellectual Property

EUROPE CAMIONS INTERACTIVE’s website elements, whether computer programs, names, trademarks, logos, signs, drawings, images, photos, are the exclusive property of EUROPE CAMIONS INTERACTIVE. Any internet user, who has a personal website and wishes to place simple link to one of the EUROPE CAMIONS INTERACTIVE websites must ensure beforehand express authorization from EUROPE CAMIONS INTERACTIVE. In any case, all unauthorized links must be removed at the simplest EUROPE CAMIONS INTERACTIVE.

15. Duration

The present conditions apply for the entire duration of the online subscription of the User. They are updated periodically by EUROPE CAMIONS INTERACTIVE.

16. Confidentiality

EUROPE CAMIONS INTERACTIVE puts all the necessary precautions in place to protect the confidentiality and security of 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 present contract or arising from any of the obligations or 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 relating to the non-performance or non-observance of duties by any one of the parties. In the event that 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 User acknowledges the validity of the present General Terms and Conditions of Sale, 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 found to be null and void, it shall be declared null and void and the other clauses of the present contract shall remain in full effect. It is hereby declared 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, and that the User bears the sole responsibility for its obligations by that party of its results arising from the said clause.

18. About Europe Camions Interactif

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

Chamber of Commerce Mirecourt B 408 901 916 – APE Code 6312A – Additional VAT number 55,000 – International VAT number: FR1340806196