

## I GENERAL TERMS AND CONDITIONS BYNCO EXTERNAL SELLERS

### 1 Definitions

- 1.1. In these BYNCO General Terms and Conditions (the "General Terms and Conditions of BYNCO External Sellers"), the following terms shall have the meaning given below, unless expressly stated otherwise:
- 1.1.1. **Offer:** Any offer of a Car by Seller to Buyers the BYNCO environment, including the Information and other information that can reasonably be requested by BYNCO.
- 1.1.2. **Car:** The vehicle that Seller offers for sale through the BYNCO environment, and which vehicle Seller can sell directly to Buyer and deliver in ownership on the basis of a Purchase Agreement between Seller and Buyer.
- 1.1.3. **BYNCO:** AutoBinck Online Trade B.V., trading under the name BYNCO.
- 1.1.4. **BYNCO environment:** the online environment (including, but not limited to [www.bynco.com](http://www.bynco.com) and any application designated by BYNCO) where BYNCO offers sellers the opportunity to offer Cars, where the Seller-Buyer Purchase Agreement can be established and where Seller and Buyer are (in)in)directly in contact with each other.
- 1.1.5. **Third Party Funds Account:** the third party funds account held by Stichting GoCredible in which the Buyer pays the Purchase Price, as further designated by BYNCO.
- 1.1.6. **Services:** all services offered by BYNCO to Seller as defined in Article 4 of these BYNCO Private Seller Terms and Conditions.
- 1.1.7. **User:** every visitor of the BYNCO environment.
- 1.1.8. **Purchase Agreement:** the agreement concluded between the External Seller and a Buyer relating to the sale, purchase or delivery of a Car via the BYNCO environment, including the General Terms and Conditions of BYNCO and the General Terms and Conditions of the Home Shopping applicable to that Purchase Agreement.
- 1.1.9. **Purchase price:** the full purchase price for a Car as referred to in the Agreement (including the costs of preparation and delivery, including BPM, VAT, the BYNCO guarantee scheme and a full tank) which the Buyer must pay to the External Seller as the Seller pursuant to the Purchase Agreement concluded between them.
- 1.1.10. **Buyer:** the natural person who has entered into a Sales Agreement with the External Seller via the BYNCO environment and who becomes the legal owner of the Car.
- 1.1.11. **Damage assessor:** the damage assessor to be appointed by BYNCO or the External Seller who will determine the amount of any loss of value of the Car in accordance with the provisions of Article 17.2 of these BYNCO General Terms and Conditions.
- 1.1.12. **Stichting GoCredible:** the Stichting Derdengelden GoCredible, registered in the trade register of the Chamber of Commerce under number 63721325.
- 1.1.13. **Assigned:** the natural person named in the Purchase Agreement as the person in whose name the Car must be registered with the Road Traffic Department (RDW).
- 1.1.14. **External Seller:** the party that offers and sells Cars to the Buyer via the BYNCO environment on the basis of a Purchase Agreement concluded between the External Seller and the Buyer.

## **2 General**

If these General Terms and Conditions of BYNCO External Sellers do not contain any provisions on a particular subject, the provisions on that subject as laid down in the General Terms and Conditions of the Home Shopping Sector will apply. If a specific subject matter is regulated both in the General Terms and Conditions of BYNCO External Sellers and in the General Terms and Conditions of the Thuiswinkel, then the provisions of the General Terms and Conditions of the Thuiswinkel take precedence. The External Seller guarantees that the General Home Shopping Terms and Conditions will be implemented.

## **3 Applicability**

3.1 The General Terms and Conditions of BYNCO External Sellers apply to the Offer, order, purchase, delivery and warranty of Cars via the BYNCO environment by the External Seller and the Sales Agreement. These BYNCO External Sellers General Terms and Conditions shall apply to the relationship between the Buyer and the External Seller and BYNCO.

3.2 Every User who visits the BYNCO environment and every Buyer who places an order within the BYNCO environment for the purchase of a Car from an External Seller and enters into a Purchase Agreement accepts the applicability of the General Terms and Conditions of BYNCO External Sellers.

3.3 The provisions of the General Terms and Conditions of BYNCO External Sellers may only be deviated from in writing and with the consent of BYNCO and the External Seller, in which case the other provisions will remain in full force.

3.4 All rights and claims stipulated in the General Conditions of BYNCO External Sellers and in any further agreements for the benefit of BYNCO are likewise stipulated for the benefit of intermediaries and other third parties engaged by BYNCO, expressly including the External Seller.

3.5 Prior to the conclusion of the Sales Agreement, the text of these General Terms and Conditions of BYNCO External Sellers will be made available to the Buyer. If this is not reasonably possible for any reason whatsoever, the External Seller will indicate, prior to the conclusion of the Purchase Agreement, how the General Terms and Conditions can be inspected by BYNCO and/or the External Seller and that, at the Buyer's request, they will be sent to the Buyer free of charge as soon as possible.

3.6 BYNCO will be entitled to amend the General Terms and Conditions of BYNCO External Sellers from time to time. The amended conditions will apply as soon as they have been published on the BYNCO environment. If a Buyer subsequently places an order for a Car as offered via the BYNCO environment, the Buyer thereby accepts the applicability of the amended BYNCO General Conditions. It is advisable to consult the BYNCO General Terms and Conditions for External Sellers before placing an order for a Car via the BYNCO environment.

## **4 Buyer**

4.1 The Buyer must meet at least the following requirements:

4.1.1 The Buyer must have a customer account with BYNCO;

- 4.1.2 The Buyer is at least 18 years of age;
- 4.1.3 The Buyer must be in possession of a valid driving licence;
- 4.1.4 The Buyer can be contacted by e-mail.
- 4.2 The Buyer will be responsible for the use made of his user name and password. BYNCO therefore advises the Buyer to use a unique password and to keep this password carefully confidential.
- 4.3 The Buyer will not be entitled to allow others to use its account, other than the Attributed One.
- 4.4 The Buyer is responsible for the accuracy of the information in its own account.

## 5 The Purchase

- 5.1 Prior to the conclusion of the Purchase Agreement, BYNCO will make it clear in the BYNCO environment whether the Car is offered and sold in the BYNCO environment by BYNCO or the External Seller. If the Buyer in the BYNCO environment decides to accept the Offer from and purchase a Car from a Third Party Seller, the Buyer expressly does not purchase from and does not enter into an agreement with BYNCO, but directly with the Third Party Seller, which party will also deliver the Car in accordance with these BYNCO Third Party Sellers General Conditions. The Buyer acknowledges that the Purchase Agreement is concluded between the Buyer and the External Seller and that BYNCO is not and/or will not be a party to this agreement.
- 5.2 If the Buyer wishes to purchase a Car from the External Seller via the BYNCO environment, the Buyer registers in the BYNCO environment and the Buyer goes through the steps in the online purchase process, including in any case:
  - 5.2.1. The complete and correct completion of all details of the Buyer and - if the Named Person is not the same natural person as the Buyer - of the Named Person in the BYNCO environment, whereby the specified address at which the actual delivery of the Car takes place must be an address in the Netherlands;
  - 5.2.2 the complete and correct completion of all required details of the Employee's valid driving licence, which licence shall be valid for 14 days from the date of actual delivery of the Car in connection with the Buyer's right of revocation as referred to in Clause 15;
  - 5.2.3 confirm that the Buyer is purchasing the relevant Car from a Third Party Seller, not from BYNCO, by ticking the *"I confirm that I am purchasing the Car from a Third Party Seller, not from BYNCO, and agree"*; and
  - 5.2.4 acceptance of the BYNCO General Terms and Conditions of BYNCO External Sellers, the Thuiswinkel General Terms and Conditions and the BYNCO Guarantee Scheme by ticking the *"I have read and understood the BYNCO General Terms and Conditions of BYNCO External Sellers, the Thuiswinkel General Terms and Conditions and the BYNCO Guarantee Scheme and agree to them"* after electronic submission of the BYNCO General Terms and Conditions of BYNCO External Sellers, the Thuiswinkel General Terms and Conditions and the BYNCO Guarantee Scheme as applicable conditions..

- 5.3 BYNCO is not liable for information not coming across on time or not clearly, or for manifest errors in the Offer, the Sales Agreement or the BYNCO environment, regardless of from whom the information originates or to whom this information is provided.
- 5.4 If the Buyer in the BYNCO environment has completed all steps in the online purchase process for the purchase of a Car from the External Seller, but the payment of the Purchase Price to the Third Party Account by the Buyer for any reason fails, the Car will remain reserved for the Buyer by the External Seller in the BYNCO environment for 24 hours from the time of completion of the online purchase process (with the exception of payment). If payment is not made within these 24 hours for any reason, the reservation of the Car for the Buyer will be cancelled and the Car will become available again in the BYNCO environment. If the Buyer decides to pay on Delivery, the above shall not apply.
- 5.5 The Purchase Agreement between the External Seller and the Buyer is concluded as soon as the Buyer has completed all steps in the online purchase process and placed the order in the BYNCO environment, thereby accepting the External Seller's Offer via the BYNCO environment.
- 5.6 If the External Seller decides to revoke the Sales Agreement in accordance with the provisions of Article 5.4 of the General Terms and Conditions of the Home Shopping, it will notify the Buyer of this directly or via BYNCO as soon as possible, and in any event no later than 24 hours after placing the order.
- 5.7 After placing the order, the Buyer will receive from BYNCO an automatically generated e-mail containing a record of the details entered, including but not limited to (i) the Buyer's name, address and place of residence, (ii) the name and address, address and domicile details of the Named Person if this is not the Buyer, (iii) name, address and registered office details of the External Seller, (iv) the Car Purchase Price, (v) the address to which the Car is to be delivered, (vi) the desired delivery date and (vii) change and cancellation details.
- 5.8 If the Attorney-in-fact is a person other than the Buyer, BYNCO will also send the e-mail referred to in Article 5.7 to the Attorney-in-fact. BYNCO will also notify the Attributed in that e-mail that the Purchaser will acquire ownership of the Car and that the Attributed will hold the Car only for the Purchaser.
- 5.9 The invoice for the purchase of the Car will be issued to the Buyer by BYNCO, on behalf of the External Seller, prior to the actual delivery of the Car (see Article 10.4).

## **6 Payment**

- 6.1 Part of the performance of the Purchase Agreement will be the payment of the Purchase Price by the Buyer into the Third Party Funds Account, as set out in Article 6.2.
- 6.2 In order to protect the Buyer's interests, BYNCO has entered into an agreement with GoCredible B.V. (registered in the trade register of the Chamber of Commerce under number 63715791) and Stichting GoCredible under which the Buyer does not pay the Purchase Price directly to the External Seller or BYNCO, but pays it in the first instance into the Third Party Funds Account.
- 6.3 Buyer will pay in full by transferring the Purchase Price to the Third Party Funds Account.

- 6.4 From the moment of receipt of the Purchase Price into the Third Party Funds Account until the moment of legal delivery of the Car to the Buyer as referred to in Article 11, the Stichting GoCredible will hold the Purchase Price for the Buyer. If an Offer is revoked as referred to in Article 5.6, or the Purchase Agreement is dissolved prior to or at the time of actual delivery of the Car as referred to in Articles 10.12 and 14, BYNCO instructs Stichting GoCredible to refund the Purchase Price as soon as possible, but no later than within 2 working days, to the bank account number used by the Buyer to transfer the Purchase Price to the Third Party Funds Account.
- 6.5 If the Buyer has opted for Payment on Delivery, the Buyer is obliged to ensure that on the day of Delivery there is sufficient balance and limit space available to pay the Purchase Price into the Third-Party Funds Account via Internet banking (only via BYNCO's iDEAL payment link). If Payment at Delivery has been selected, payment must be successfully made prior to the time of legal delivery of the Car to the Buyer.
- 6.6 From the moment of legal delivery of the Car to the Buyer as referred to in Article 11, Stichting GoCredible will hold the Purchase Price for the External Seller and Stichting GoCredible will pay the Purchase Price to the External Seller and possibly BYNCO, insofar as BYNCO is entitled to part of the Purchase Price on the basis of the terms and conditions agreed between BYNCO and the External Seller.

## **7 Assignment Car**

- 7.1 The registration number of the Car will be made out in the name of the Attributed at the time of the actual delivery of the Car.
- 7.2 BYNCO is authorised, whether or not on behalf of the External Seller, to check with the relevant authorities whether the Named Person's driving licence is a valid Dutch driving licence and the Buyer gives its consent to this on its own behalf or on behalf of the Named Person. The Buyer warrants to BYNCO and the External Seller that the Buyer has sufficient power of attorney from the Attorney-in-fact.
- 7.3 If, as the Buyer, you have a vehicle registration block at the RDW, the costs will be recovered from you when the vehicle is called up, including compensation for costs incurred. This amount is € 450.

## **8 Power of attorney**

Insofar as the Attorney-in-fact is a natural person other than the Purchaser, the Purchaser hereby and in advance grants the Attorney-in-fact an irrevocable power of attorney to accept the Car on behalf of the Purchaser upon actual delivery and to obtain possession of the Car from the External Seller and/or BYNCO on behalf of the Purchaser by receiving all relevant documents and keys. The Purchaser thus acquires ownership of the Car and the Named Person shall hold the Car for the Purchaser.

## **9 Processing ((special) personal) data**

- 9.1 For the purpose of executing and improving the Sales Agreement, the BYNCO environment and Services, it is necessary for BYNCO, the External Seller and the service providers engaged by it to collect, process and store certain data of the Buyer, Assigned and the relevant Cars.

- 9.2 BYNCO shall collect, process and store this data of the Buyer, Designated and the relevant Cars only to the extent necessary for the performance and improvement of the Sales Agreement and the BYNCO Environment and Services. The collection, processing and storage of data of the Buyer, Designated and the relevant Vehicles shall take place in accordance with the applicable laws and regulations.
- 9.3 By accepting these General Conditions BYNCO External Sellers, the Buyer, also on behalf of the Attorney-in-fact, authorises BYNCO and the External Seller to collect, process and store data of the Buyer, Attorney-in-fact and the relevant Vehicles to the extent necessary for the performance and improvement of the Purchase Agreement and the BYNCO environment and Services.
- 9.4 The data collected, processed and stored of the Buyer, the Designated Cars and the relevant Cars belong mainly to the following categories:
- 9.4.1 the information provided by the Buyer and the Named Person himself/herself within the framework of the Car Purchase, such as name, (delivery) address, telephone number, driving licence characteristics;
  - 9.4.2 the information that BYNCO must collect in order to be able to assess whether the Buyer who invokes his/her right of withdrawal, right of rescission or on any other basis as a result of which the Purchase Agreement is not valid or no longer valid, has caused damage to the Car, has driven too many kilometres, or has used the Car improperly, as described in Article 19 of the General Conditions BYNCO; and
  - 9.4.3 the information received by BYNCO in respect of any car to be exchanged by the Buyer, including but not limited to the registration number, mileage and other characteristics of such car.
- 9.5 The data required for the execution and improvement of the Purchase Agreement and the BYNCO environment and Services will be stored for the duration of the legal warranty on the Car and for as long as is necessary for BYNCO to comply with its obligations in accordance with the applicable regulations. BYNCO will delete the (special) personal data after the expiry of the said periods, or so much earlier at the express request of the Buyer.
- 9.6 BYNCO will not share any data within the framework of the Purchase Agreement, the BYNCO environment and Services with independent third parties for their use, unless BYNCO has good grounds to assume that this is necessary to comply with regulations applicable to BYNCO and/or the suppliers and service providers engaged by it;
- 9.7 In the situation described above, BYNCO and/or the suppliers and service providers engaged by it will immediately provide personally traceable information without notice.
- 9.8 Individuals have, under the applicable regulations, the right to request modification and/or removal of (incorrect) data and the right to request a copy of the stored data. Such requests must be submitted to BYNCO in writing, be personally signed and contain the name, address and account details of the Buyer or Assigned.
- 9.9 BYNCO reserves the right to share aggregated (non-personally identifiable) information obtained in the context of the BYNCO environment with third parties for any purpose whatsoever. If the Buyer or the Assigned does not wish this information to be shared, the Buyer shall not be required to enter any (personal) data in the BYNCO environment.



9.10 Under no circumstances shall BYNCO be liable for any breach by the External Seller of the applicable legislation on ((special) personal) data.

## **10 Actual delivery**

10.1 On behalf of the External Seller, BYNCO will contact the Buyer and/or the Attorney General within 1 working day after the conclusion of the Purchase Agreement to plan the time of actual delivery of the Car by BYNCO. The actual delivery shall take place on the date and address stated by the Buyer in the Sales Agreement as the domicile of the Buyer or of the Attorney-in-fact if this is not the Buyer.

10.2 The address of actual delivery cannot be changed. Actual delivery of the Car will at all times take place to the domicile address of the Attributed, unless the Buyer and the Seller have expressly agreed that actual delivery will take place at the place of business of the External Seller, in which case the acts in connection with the actual delivery as referred to in Articles 10.9 to 10.12 inclusive will be performed by the External Seller itself.

10.3 When choosing the date of actual delivery of the Car, a delivery time will apply. The delivery time of the Car will in any event be a minimum of 5 working days and a maximum of 19 working days, calculated from the time at which the Purchase Agreement was concluded.

10.4 No later than 24 hours prior to the agreed date and time of actual delivery, BYNCO shall send an e-mail to the Buyer and the Named Person if this is not the Buyer, confirming the actual delivery of the Car and providing a payment statement. The invoice for the purchase of the Car on the basis of a Purchase Agreement will be issued to the Buyer upon actual delivery (see Article 5.9). If the Buyer wishes to receive an invoice prior to actual delivery, this must be requested from BYNCO by the Buyer and BYNCO, in consultation with the External Seller, will draw up and issue the relevant invoice(s) prior to actual delivery.

10.5 If the Attorney-in-fact wishes to change the date and/or time of actual delivery of the Car, this may be done free of charge on working days and no later than 24 hours before. If the Attorney-in-fact asks for the Car to be changed within 12 hours prior to the agreed date and time of actual delivery, BYNCO shall be entitled to charge the Buyer for the costs incurred, up to a maximum of € 90.75. The Attorney-in-fact shall be entitled to charge the Buyer for this. BYNCO shall inform the Buyer of a change in the date and/or time of actual delivery of the Car.

10.6 If the Named Person is not present at the agreed address of actual delivery at the time of actual delivery of the Car, BYNCO shall be entitled to charge the Buyer for the costs incurred for this purpose with a maximum of € 181.50.

10.7 At the time of actual delivery, the Attendee must identify himself/herself with his/her driving licence to the official who delivers the Car on behalf of BYNCO and the External Seller.

10.8 The Attorney-in-fact is obliged to take delivery of the Car himself/herself.

10.9 The Attorney-in-fact and - at the Buyer's option - the Buyer if not the Attorney-in-fact, will inspect the Car together with the official responsible for the actual delivery of the Car on behalf of BYNCO and the External Seller using the BYNCO delivery procedure.

10.10 After inspection, the Attorney-in-fact will decide with the Buyer (if not the Attorney-in-fact) whether or not to accept the Car. If the Attorney-in-fact accepts the Car, the official actually delivering the Car on behalf of BYNCO and the External Seller will immediately contact an employee of the External Seller's contact designated by BYNCO. This employee will immediately take care of the name of the Car at the Road Traffic Department (RDW) in the name of the Employee and will immediately send a digital confirmation to the Employee.

- 10.11 The Employee or the Buyer, at the Buyer's option if the Employee is not the Employee, will sign for receipt of the Car by placing a digital signature and pressing the green button in the digital BYNCO environment on the handheld of the official delivering the Car on behalf of BYNCO and the External Seller. The official in question will then hand over all relevant documents and keys to the Attorney-in-fact.
- 10.12 If the Attorney-in-fact or the Buyer, at the Buyer's option if he is not the Attorney-in-fact, refuses to take delivery of the Car, he will press the red button in the digital BYNCO environment on the handheld of the official delivering the Car on behalf of BYNCO and the External Seller, and the provisions of Article 14.1 will apply.

## **11 Legal supply and risk transfer**

As the Attorney-in-fact or the Buyer has accepted the Car at the time of actual delivery by pressing the green button as referred to in Article 10.11, the legal delivery is made by BYNCO, on behalf of the External Seller, to the Buyer, the Buyer becomes the owner of the Car and the Car is at the risk of the Buyer in accordance with the provisions of Article 7:11 of the Dutch Civil Code. This means, among other things, that from the moment of legal delivery, damage to or loss of the Car shall be at the Buyer's expense. If the Attorney-in-fact is not the Purchaser, the Attorney-in-fact will hold the Car for the Purchaser, who owns the Car from the moment of legal delivery.

## **12 Warranty and complaints**

- 12.1 The external Seller grants the Buyer a warranty as described in the BYNCO Warranty Scheme, attached as Appendix II (BYNCO Guarantee Scheme) and which can be viewed at all times on the BYNCO site. In addition, the BYNCO Warranty Scheme will be provided to the Registration Holder at the time of the actual delivery of the Car.
- 12.2 Autotrust Europe B.V. carries out the warranty for BYNCO. The Buyer must apply directly to Autotrust Europe B.V. for implementation of the BYNCO Warranty Scheme.
- 12.3 The rights and claims granted to the Buyer in the BYNCO Warranty Scheme do not in any way affect any legal right that the Buyer has to hold the External Seller liable for non-conformity of the Car.
- 12.4 In the event of questions and/or complaints about the External Seller's Offer and/or the Car purchased by the Buyer from the External Seller, the Buyer must at all times turn directly to the relevant External Seller. The Buyer acknowledges that in these cases he/she cannot appeal to BYNCO and that BYNCO is in no way whatsoever liable, including but not limited to any non-conformity of the Car.
- 12.5 The External Seller will follow the complaints procedure, which is available in the BYNCO environment, and will handle any complaints in accordance with this complaints procedure.

## **13 Insurance**

The Buyer is required by law to have taken out insurance for the Car that complies with statutory requirements, including the Dutch Motor Insurance Liability Act, from the time of actual delivery of the Car.

## **14 Dissolution of the Purchase Agreement**



**14.1** If the Car is not accepted by the Buyer or the Registration Holder at the time of actual delivery and the red button is pressed as referred to in Clause 10.12, the Purchase Agreement will be dissolved with immediate effect and no further rights can be derived from it.

**14.2** BYNCO shall be entitled on behalf of the External Seller, or the External Seller themselves are entitled to dissolve and terminate the Purchase Agreement if:

14.2.1 the Registration Holder is not present at the agreed location, date and time of the actual delivery of the Car;

14.2.2 BYNCO or the External Seller has not delivered the Car to the Buyer within fourteen days of the conclusion of the Purchase Agreement due to a circumstance for which the Buyer is liable;

14.2.3 the Buyer fails to successfully complete payment of the Purchase Price within 24 hours of entering into the Purchase Agreement as referred to in Article 6.3;

14.2.4 the Buyer has not paid the Purchase Price as referred to in Clause 6.5 within 60 minutes after commencement of the Delivery; or

14.2.5 the Buyer is declared bankrupt at any time between the conclusion of the Purchase Agreements and the actual delivery of the Car to the Registration Holder.

The above does not in any way affect the statutory possibilities for dissolution, which are otherwise fully applicable.

**14.3** The Buyer is entitled to dissolve the Sales Agreement if:

14.3.1 after the conclusion of the Purchase Agreement and at least 24 hours before the moment of actual delivery, the Buyer decides, for whatever reason, not to purchase the Car;

14.3.2 the Buyer makes use of the right of revocation as referred to in Article 15; or

14.3.3 BYNCO has not delivered the Car to him within eighteen workdays of the conclusion of the Purchase Agreement as a result of circumstances which are BYNCO's or the External Seller's responsibility.

The above shall in no way affect the statutory possibilities of dissolution, which shall otherwise apply in full.

**14.4** In the event of termination of the Sales Agreement before the legal delivery of the Car has taken place, BYNCO shall send a confirmation thereof to the Buyer by e-mail. The consequence of dissolving the Purchase Agreement before legal delivery of the Car has taken place shall be that ownership of the Car has never passed to the Buyer and that the Buyer shall be entitled to receive the Purchase Price back if it has been paid for legal delivery into the Third Party Funds Account as described in Article 6.3. BYNCO shall instruct GoCredible Foundation to refund the Purchase Price immediately to the bank account from which the Buyer paid the Purchase Price into the Third Party Funds Account. The GoCredible Foundation shall execute this payment order within 2 working days at the latest.

**14.5** In the event that the Purchase Agreement is dissolved by invoking the right of revocation provided for in Article 15, BYNCO shall send a confirmation thereof to the Buyer and the Registration Holder by e-mail. The consequence of the dissolution of the Purchase Agreement shall in that case be that the Buyer must return the Car as soon as possible to BYNCO, which shall accept delivery of the Car on behalf of the External Seller, and that the

Buyer shall then be entitled to receive the Purchase Price back. The Buyer shall cooperate fully with the provision of ownership and transfer of ownership of the Car to BYNCO, which shall accept this provision of ownership and transfer of ownership on behalf of the External Seller, in order to transfer the ownership of the Car back to the External Seller, and guarantees that the Registration Holder, to the extent necessary, shall also provide this cooperation. BYNCO and the External Seller shall do all that is necessary to return the Car in the name of the External Seller to the Road Traffic Department (RDW) and refund the Purchase Price to the bank account from which the Purchase Price was paid by the Buyer to the Third Party Deposit Account in accordance with the provisions of Article 6.

## **15 Right of revocation**

After the legal delivery of the Car, the Buyer has a reflection period of 14 days to consider whether or not to keep the Car. During the reflection period, the Buyer can terminate the Purchase Agreement without giving any reason. The 14 day reflection period begins the day after the Car has actually been delivered to the Registration Holder and has been accepted by the Registration Holder, whether or not together with the Buyer if the latter is not the Registration Holder, by pressing the green button as referred to in article 10.11.

If the car has been financed by means of a financial lease, a penalty may have to be paid by the Buyer in the event of cancellation of the purchase. Unless an alternative car is purchased by means of a change of pledge.

## **16 Rights and obligations of the Registration Holder during the reflection period**

16.1 The Registration Holder is permitted to use the Car during the reflection period in an appropriate manner to the extent necessary to assess and determine the nature, characteristics and operation of the Car.

16.2 When using the Car during the reflection period, the Registration Holder must: (a) handle the Car with care;

16.2.1 comply with all traffic rules and all other applicable laws and regulations;

16.2.2 lock the Car after use and use all available security;

16.1.3 report any malfunction, defect or other problem with the Car directly to BYNCO.

16.3 In order to retain the right to a refund of the full Purchase Price, the Registration Holder is not permitted to do the following during the reflection period:

16.3.1 drive more than 200 kilometres in the Car;

16.3.2 remove anything from the Car;

16.3.3 add anything to the Car (other than liquids necessary for reasonable use during the reflection period);

16.3.4 change anything about the Car (other than mileage and normal wear and tear due to reasonable use during the Reflection Period within the scope of this Article);

16.3.5 use the Car outside the Netherlands;

16.3.6 use the Car while a driver is under the influence of alcohol, drugs or medication (to the extent that the medication may affect the ability to drive);

- 16.3.7 carry more passengers than the passenger capacity of the Car;
- 16.3.8 use the wrong fuel;
- 16.3.9 use the Car for motorsport purposes, for example by participating in a race or competition (legal or illegal);
- 16.3.10 use the Car to participate in vehicle tests or safety training;
- 16.3.11 use the Car for commercial passenger transport;
- 16.3.12 rent and/or sublet the Car to third parties;
- 16.3.13 use the Car off-road;
- 16.3.14 use the Car for driver training(s);
- 16.3.15 use the Car to carry out a crime or any illegal activity;
- 16.3.16 use the Car to transport toxic, flammable or otherwise dangerous substances;
- 16.3.17 overload the Car (as determined by the manufacturer); (r) allow the Car to be used outside the direct family circle; and
- 16.3.18 (s) use the Car in any other negligent, careless, negligent or unlawful manner.

## **17 Consequences of non-compliance by the Registration Holder during the reflection period**

- 17.1 If the Registration Holder acts contrary to one of the provisions of Article 16, the Buyer shall be liable to the External Seller for the reduction in value of the Car as a result of said acts.
- 17.2 The amount of the loss of value shall be determined by the Damage assessor and shall be binding for the Buyer, the External Seller and BYNCO.

## **18 Buyer's obligations in case of revocation**

- 18.1 If the Buyer decides to exercise his right of withdrawal as referred to in Article 15, he shall inform BYNCO thereof by sending an e-mail to [klantenservice@bynco.com](mailto:klantenservice@bynco.com) and at the e-mail address of the External Seller as indicated on the payment statement and the invoice for the Car. For this purpose, the Buyer may use the Model Form attached as Appendix 2 (Model revocation form).
- 18.2 The Buyer shall include the mileage of the Car as it is at the time of revocation of the right of revocation in his email. The Buyer shall send a photo of the mileage of the Car with this email.
- 18.3 The Buyer is no longer entitled to use the Car in any way from the moment of invoking the right of revocation. The Buyer will inform the Registration Holder, if different from the Buyer.
- 18.4 After the Buyer invokes the right of revocation, the Registration Holder shall provide all and any cooperation desired by BYNCO and the External Seller with regards to the collection of the Car by or on behalf of BYNCO and the External Seller as soon as possible and in changing the name of the Car with the Road Traffic Department (RDW).

- 18.5 In accordance with the provisions of Article 6:230s and Article 7:11 of the Dutch Civil Code, the Buyer shall bear the risk of loss of or damage to the Car during the reflection period until the Car has been collected from the Registration Holder in accordance with Article 19.3.
- 18.6 Until the Car is collected by or on behalf of BYNCO and the External Seller from the Registration Holder and the certificate of indemnification of the Car is issued to the Registration Holder, the Buyer remains liable for all legal obligations and costs related to being the owner of the Car. The warranty certificate will be provided to the Assigned Owner upon collection of the Car.
- 18.7 If, after invoking the right of withdrawal, the Car has still been driven, the Buyer will owe a compensation of € 5 per kilometre for this.
- 18.8 In the event of revocation, the Buyer will return the Car with a full fuel tank.

## **19 BYNCO's obligations in the event of revocation**

- 19.1 BYNCO shall, on behalf of the External Seller, confirm the revocation invoked by the Buyer as soon as possible and at the latest within 1 working day of receipt of the revocation notice to the Buyer, and the Registration Holder if this is a person other than the Buyer.
- 19.2 BYNCO shall contact the Registration Holder as soon as possible after receipt of the aforementioned notice from the Buyer in order to make an appointment to collect the Car.
- 19.3 BYNCO shall endeavour to collect the Car no later than 2 working days after receipt of the revocation notice. BYNCO, the External Seller or at least a third party designated by BYNCO and/or the External Seller shall collect the Car from the Registration Holder's address. If the Buyer is not the Registration Holder, it is the responsibility of the Buyer to set up the appointment for collection of the Car with the Registration Holder.
- 19.4 When collecting the Car, BYNCO follows the following collection protocol:
- 19.4.1 When collecting the Car:
- (i) it is determined whether all associated documents and keys are complete;
  - (ii) the odometer reading of the Car is taken; and
  - (iii) the ascription of the Car in the name of the Registration Holder is suspended and the certificate of indemnification is provided to the Buyer.
- 19.4.2 Immediately after the Car has been taken possession of by or on behalf of BYNCO and External Seller, BYNCO will have the Car inspected by the Damage assessor for any loss in value resulting from the use of the Car in violation of Article 16. As a result of the inspection, a report shall be drawn up, which shall be binding for the Buyer, External Seller and BYNCO;
- 19.4.3 BYNCO shall, on behalf of the External Seller, inform the Buyer within 2 working days after taking possession of the Car what has been included in the Damage Report and the results of its calculation based on the odometer readings.
- 19.5 If:
- 19.5.1 the Damage assessor establishes that the Car has lost value as a result of use contrary to Clause 16;

19.5.2 BYNCO, on behalf of the External Seller, establishes that more than 200 kilometres were driven with the Car during the reflection period; and/or

19.5.3 BYNCO, on behalf of the External Seller, establishes that the Car has been driven after invoking the right of withdrawal,

The Buyer shall owe BYNCO the amounts determined by the Damage assessor and BYNCO, on behalf of the External Seller. These amounts shall be immediately due and payable, without prior notice of default being required.

19.6 The External Seller shall be entitled to write off amounts owed to it by the Buyer from the Purchase Price, which External Seller shall repay to the Buyer in the event of revocation. BYNCO is entitled to carry out this write off on behalf of the External Seller.

19.7 If the Purchase Agreement is dissolved due to revocation by the Buyer, BYNCO shall, on behalf of the External Seller, repay the full Purchase Price to the bank account from which the original payment of the Purchase Price was made to the Third Party Funds Account, no later than 2 working days after collection of the Car, unless there has been a reduction in value or if costs have been incurred within the meaning of Article 19.5 above, in which case these shall be deducted and the adjusted Purchase Price (in accordance with the provisions of Article 19.6 above) shall be paid into the bank account from which the original payment of the Purchase Price was made into the Third Party Funds Account no later than 2 working days after the determination of the reduction in value or confirmation that the Car has been driven more than 200 kilometres or that the Car has been driven after revocation, by BYNCO, on behalf of the External Seller. The Purchase Price shall always be refunded to the Buyer at the latest within 14 days after the date of receipt by BYNCO and the External Seller of the revocation email as referred to in Article 18.1 above.

## **20 Buyer's liability for Registration Holder**

If the Buyer is not also the Registration Holder, the Buyer shall be jointly and severally liable for all damage suffered by BYNCO and/or the External Seller as a result of the Registration Holder's failure to fulfil any obligation arising from the Purchase Agreement.

## BYNCO Private Sellers Terms and Conditions

### 1. Definitions

- 1.1 In these terms and conditions between BYNCO and private Sellers (hereinafter referred to as "**BYNCO Private Sellers Terms and Conditions**"), the following terms have the meaning as stated below, unless expressly stated otherwise:
- 1.1.1.1 **Offer:** Any offer of a Car by Seller to Buyers the BYNCO environment, including the Information and other information that can reasonably be requested by BYNCO.
  - 1.1.2 **Car:** The vehicle that Seller offers for sale through the BYNCO environment, and which vehicle Seller can sell directly to Buyer and deliver in ownership on the basis of a Purchase Agreement between Seller and Buyer.
  - 1.1.3 **BYNCO:** AutoBinck Online Trade B.V., trading under the name BYNCO.
  - 1.1.4 **BYNCO environment:** the online environment (including, but not limited to [www.bynco.com](http://www.bynco.com) and any application designated by BYNCO) where BYNCO offers sellers the opportunity to offer Cars, where the Seller-Buyer Purchase Agreement can be established and where Seller and Buyer are (in)in)directly in contact with each other.
  - 1.1.5 **Commission:** the fee that seller per Car sold through the BYNCO environment has to pay to BYNCO.
  - 1.1.6 **Services:** all services offered by BYNCO to Seller as defined in Article 4 of these BYNCO Private Seller Terms and Conditions.
  - 1.1.7 **IP rights:** all intellectual property rights and related rights, anywhere in the world, including patent rights, copyrights, related rights, trademark rights, design rights, database rights, one-line performance and rights to know-how.
  - 1.1.8 **Information:** relevant information regarding the Offer.
  - 1.1.9 **Inspection authority:** an independent expert to be approved by BYNCO who will inspect the Car in accordance with Article 5 of these General Terms and Conditions BYNCO Private Sellers.
  - 1.1.10 **Purchase agreement:** the agreement reached directly between Seller and Buyer with respect to the (sale) of a Car through the BYNCO environment.
  - 1.1.11 **Purchase price:** the full purchase price for a Car that Buyer has to pay to Seller under the Purchase Agreement.
  - 1.1.12 **Buyer:** The natural person who intends to enter into a Purchase Agreement with Seller through the BYNCO environment.
  - 1.1.13 **Agreement:** Any agreement between BYNCO and Seller for the use of the BYNCO environment and the placement of the Offer through the BYNCO environment, including these BYNCO Private Sellers Terms and Conditions and any attachments.
  - 1.1.14 **Party/Parties:** where applicable, BYNCO and/or Seller.



- 1.1.15 **Portal:** The online, password-protected environment ("mybynco") in which Seller manages his or her customer account, can provide the Offer for placement through the BYNCO environment, modify and manage the Offer, and communicate with BYNCO, Inspection Authority and Buyers.
- 1.1.16 **Reservation:** Any reservation of a Car agreed between Seller and a Buyer prior to any Purchase Agreement through the BYNCO environment.
- 1.1.17 **Seller:** the natural or legal person (excluding professional car providers) who offers one or more Cars privately for sale through the BYNCO environment in order to sell and supply them to Buyer on the basis of a direct Purchase Agreement between Seller and Buyer..
- 1.2 Where in these Terms and Conditions BYNCO Private Sellers use the terms "inclusive", "such as", "among other things", "including", "including" or similar terms, this is not intended to exclude the remainder.
- 1.3 These BYNCO Private Sellers Terms and Conditions will also include "written" communications by e-mail, fax or other forms of electronic communications, if the person who carries out the communications in question is competent to its content.

## 2. Applicability

- 2.1 These BYNCO Private Sellers Terms and Conditions apply to the relationship between BYNCO, Seller and Buyer regarding the private offering and purchase of Cars through the BYNCO environment.
- 2.2 Any Seller who visits the BYNCO environment or places an Offer for the sale of an Auto through the BYNCO environment accepts the applicability of these BYNCO Private Sellers Terms and Conditions.
- 2.3 All rights and claims, as negotiated by Bynco private sellers for the benefit of BYNCO, are equally negotiated for the benefit of intermediaries and other third parties engaged by BYNCO.
- 2.4 BYNCO has the right to change these Bynco Private Sellers Terms and Conditions from time to time. The amended terms will apply as soon as they are published through the BYNCO environment. If seller subsequently (re)places (new) Offer via the BYNCO environment, seller thus accepts the applicability of the amended Terms and Conditions BYNCO Private Sellers to all Offer. It is advisable to consult these BYNCO Private Sellers Terms and Conditions before an Offer is placed through the BYNCO environment.

## 3. Seller

- 3.1 Seller must at least meet the following requirements:
- 3.1.1 Seller must have a customer account with BYNCO within the BYNCO environment;
- 3.1.2 Seller is at least 18 years old;
- 3.1.3 Seller can be reached by email.
- 3.2 Seller is responsible for using his username and password within the BYNCO environment. BYNCO therefore advises Seller to use a unique password and carefully keep this password secret and change it regularly.

3.3 Seller is not entitled to let others use their customer account.

3.4 Seller is responsible for the accuracy of the information in his or her customer account.

#### **4. Service**

4.1 Bynco's Services consist of offering, as an intermediary, a technological platform on which Sellers can place their Offer and Buyers can receive the Seller's Offer and reserve, view and purchase directly from Seller Cars. BYNCO hereby grants seller the right to place offer via the BYNCO environment.

4.2 The Services are offered "*as is*" and "*as available*". The Services and THE BYNCO environment are constantly evolving and not all components will be fully available at all times, such as the Portal.

4.3 If, through the BYNCO environment, Buyer decides to accept the Offer and purchase a Car from Seller, Buyer expressly does not purchase from and does not enter into an agreement with BYNCO, but directly with Seller, whichever party will also supply the Car in accordance with these BYNCO Private Sellers Terms and Conditions. Seller acknowledges that the Purchase Agreement is concluded between Seller and Buyer as well as that BYNCO is and will not be a party to this Purchase Agreement. BYNCO accepts no responsibility or liability in the establishment, execution and/or settlement of the Purchase Agreement (including the accuracy of the sale price). In case of questions and/or complaints about the Seller's Offer and/or the Buyer's Purchased Car from Seller, Buyer must always contact seller directly.

4.4 Seller provides BYNCO with all information and provides all assistance that is reasonably necessary for BYNCO to adequately perform the Services and ensures that all Information is accurate, complete, accurate and up to date at all times. If BYNCO reasonably suspects that the Information is incorrect, complete, accurate or up to date, it is entitled to remove (part of) the BYNCO environment offer without any right of compensation or compensation for Seller.

4.5 Seller acknowledges that the BYNCO environment also publishes offers from other sellers, which may compete with Seller's.

#### **5. Procedure placement Offer and Reservation**

5.1 Seller will receive a preliminary estimate of the value based on the registration number and mileage of the Car to be offered. No rights can be derived from this preliminary estimate by the Seller. If, on the basis of this preliminary estimate, seller decides to offer the Car via the BYNCO environment, the Seller must first purchase an independent (technical) inspection by the Inspection Authority at a cost of EUR 150, = incl. Vat. A final selling price may be determined on the basis of the inspection report. Without an inspection report, a Car cannot be offered through the BYNCO environment.

5.2 If and as soon as the Seller has paid the inspection costs referred to in Article 5.1 above, the Inspection Authority and seller shall agree with each other time and time to inspect the Car, with the Inspection Authority also taking photographs for the Offer via the BYNCO environment. In the event of the non-(timely) appearance of seller or Auto at the agreed place or time, the inspection costs already paid cannot be recovered or settled by seller.

5.3 BYNCO determines a final sale price based on the inspection report, photos and characteristics of the Car. This will be done as much as possible in consultation with Seller. If the Seller wishes

to use a different selling price, BYNCO always has the right to refuse the Offer and seller has the right to offer the Car outside the BYNCO environment and use the inspection report.

- 5.4 The inspection report, the photos and characteristics of the Car and final selling price together form the Information, which is added by BYNCO to the final Offer. If Seller agrees to place the final Offer, Seller activates it via the portal via the BYNCO environment.
- 5.5 After paying the booking fee by Buyer to BYNCO, Seller sends Buyer a suitable location and determines Buyer three possible times to view the Car, test it or purchase it immediately.
- 5.6 After a Purchase Agreement has been established, Seller determines a registration desk for the naming statement. Seller and Buyer arrange among themselves (the cost of) the naming of the Car. Seller and Buyer is strongly advised to always make the payment through online banking. To the extent applicable, the Seller and Buyer are responsible and liable for complying with the Unusual Transactions Reporting Act and similar laws and regulations.
- 5.7 In the case of successful sales and delivery of the Car, Seller is a Commission of EUR 250, - (incl. VAT) due. This amount is deducted by Buyer from the Purchase Price to Be paid by Buyer to Seller and settled against the reservation fee previously paid by Buyer to BYNCO. As a result, Koper will in fact reimburse the reservation fee previously paid to BYNCO and seller will pay the Commission due to BYNCO.
- 5.8 In the event of a failure to appear (in a timely manner) of seller or auto at the agreed place or time, BYNCO is entitled to charge the Seller an amount equal to the said Commission.

## **6. Change of Offer**

- 6.1 Based on the Information, BYNCO will categorize the Offer and add certain characteristics, ratings or (other) (meta) data to inform and advise Buyers regarding the characteristics of the Car.
- 6.2 If Information relating to the Offer changes at any time, Seller WILL notify BYNCO immediately and adjust the Offer accordingly.
- 6.3 BYNCO may at any time request seller to make changes to (part of) the Offer or make such changes for its own discretion, for any reason, for example, if it is legally obliged to do so, if the Offer or the Cars (allegedly) infringe any rights of third parties, if seller violates the Agreement, provides false, outdated or misleading information or engages in fraudulent activities, if the Car no longer conforms to the Offer or the Information, or if BYNCO receives too many complaints regarding seller or offer.

## **7. Removal of Offer**

- 7.1 Seller can take, remove, or have the BYNCO environment offer taken offline at any time. However, the seller guarantees that it will fully and correctly execute an already agreed Reservation or Purchase Agreement, even after the removal of any Offer. BYNCO has the right to continue to place (part of) the Offer for 30 days through the BYNCO environment, accompanied by the text "No Longer Available" or similar wording to inform Buyers of the deleted Offer.
- 7.2 Notwithstanding any other rights of BYNCO, it may at any time take the BYNCO environment's offer offline, remove or (access) the BYNCO environment and the customer account of Seller, for any reason, for example if it is legally obliged to do so or if the Offer or the Car (allegedly) infringes any third party rights, if the Seller Breaches The Seller Agreement, provides false, outdated or

misleading Information or engages in fraudulent activity, if the Car ceases to comply with the Offer or The Information, or if BYNCO receives too many complaints regarding the Offer or at any time does not comply with applicable industry standards. AS a result, BYNCO will not be liable for paying seller any form of damages or compensation.

7.3 If BYNCO receives a request from any third party to remove (part of) the Seller's Offer from the BYNCO environment, BYNCO may remove the (part of the) Offer in accordance with Article 7.2 above, or forward such a notification to Seller in order to settle the request. In this case, the seller will do all necessary to ensure that the Offer is brought into line with applicable laws and regulations and can otherwise be lawfully published.

## **8. Commission and Exclusivity**

8.1 In the case of successful sale and delivery of the Car, Seller owes Bynco a Commission of EUR 250 euros (incl. VAT). This Commission shall be paid in the manner laid down in Article 5.7 above and cannot be recovered by Seller.

8.2 Seller should refrain from any form of acquisition on Buyers within the BYNCO environment or beyond during the term of the Agreement, except to the extent that Seller already has a (business) relationship with the buyer at the time of entering into the Agreement with BYNCO. Notwithstanding any other rights of BYNCO, BYNCO may (temporarily) remove (the Offer of) Seller from the BYNCO environment in the event of a violation of this article member.

## **9. Complaints, Disputes, Advertising Ring and Reviews**

9.1 Sole Seller is responsible and liable for any deficiencies in (the supply of) the Car and/or the Offer and for handling complaints relating to the Car and/or the Offer, and only Seller is responsible and liable for any changes in the condition of the Car between the time of inspection and the moment of actual sale.

9.2 BYNCO may under no circumstances be required to receive or deal with any complaints or questions from Buyers on behalf of Seller. If BYNCO receives complaints or questions, it can forward them to Seller. Notwithstanding the foregoing, at BYNCO's initial request, Seller will respond promptly and appropriately and as soon as reasonably possible provide a solution to any complaints or questions received by BYNCO.

9.3 In the case of disputes between Seller and Buyers, BYNCO may act as a mediator but is not obliged to do so. BYNCO has no responsibility to resolve complaints or questions or accept any liability for disputes or refunds and may at any time and at its discretion decide to forward disputes to Seller and Buyer in order to find a solution among themselves. Since the payment for the Car is made directly between Seller and Buyer, BYNCO is never responsible and liable for the refund of the purchase price paid by Buyer to Seller.

9.4 BYNCO may offer Koper the opportunity to assess seller's offer, cars and overall quality of service. BYNCO and Buyers can post reviews through the BYNCO environment. Seller acknowledges that BYNCO has no obligation to verify reviews and is not liable for the content of reviews or for any consequences or damage caused by them.

## **10. Promotion and Marketing**

10.1 BYNCO may use (Information relating to) the Offer to promote the Offer and the BYNCO environment in general, both within the BYNCO environment itself and through third-party online

and offline channels (such as social media, AdWords, ad networks, etc.), at their own expense and at their discretion.

- 10.2 The order and (method of) placement of Offer via the BYNCO environment is determined entirely for THE DISCRETION of BYNCO. Ranking may include seller's name, discount, price, ratings, or reliability.

## **11. Duration, termination and consequences termination Agreement**

- 11.1 The Agreement takes effect when Seller activates a customer account within the BYNCO environment and ends when this customer account is terminated.
- 11.2 The Agreement may be terminated by any Party in writing at any time, without the denunciation party being liable for paying any compensation or compensation.
- 11.3 BYNCO will remove the Offer and All Information from the BYNCO environment as soon as possible after the conclusion of the Agreement.
- 11.4 Provisions intended by their very nature to survive termination of the Agreement, including, in any event, Articles 12, 13, 14, 16 and 17, shall remain in force between the Parties thereafter.

## **12. IE-Rights**

- 12.1 BYNCO and/or its licensors hold all rights, claims and interests in (all parts of) the BYNCO environment, including all software, APIs, databases, designs, texts and images, and all IE rights. Nothing in the Agreement can be considered as a transfer of any IP rights to seller.
- 12.2 BYNCO hereby grants seller, as seller accepts, a non-exclusive and non-transferable right to use the BYNCO environment, including all APIs, in order to place the Offer on it, only for the duration of the Agreement and only under the conditions laid down herein. Seller is not allowed (i) to modify, copy, or create derivative works in the BYNCO environment; (ii) license the BYNCO environment, sub-license, sell, lease, transfer, assign, distribute or otherwise make available to a third party; (iii) reverse engineer or decompile (part of) the BYNCO environment, including but not limited to software used by BYNCO in the provision of the BYNCO environment, except to the extent permitted by law; (iv) develop a commercial product or service based on access to the BYNCO environment; or (v) copy any features, integrations, interfaces, or graphics of the BYNCO environment.
- 12.3 Seller hereby grants BYNCO, as Bynco accepts, a worldwide, royalty-free, transferable, licensable and non-exclusive right to store and reproduce the Offer and Information during the term of the Agreement: (i) the Offer and Information, (ii) to place and make available the Offer and Information through the BYNCO environment to Buyers and other visitors to the BYNCO environment, (iii) to use the Offer and the Information in , and to distribute through, all conceivable media and channels in order to promote the Cars and the BYNCO environment, (iv) to edit the Offer and Information in accordance with the Agreement, and (v) to use the Information and any other (marketing or promotional) content created by or on behalf of Seller within the BYNCO environment and for promotion and marketing channels as further described in Article 10.
- 12.4 Seller guarantees that it has the necessary rights to the Cars, The Offer and the Information, and is fully authorized, to grant BYNCO the rights as set out in these Terms and Conditions by BYNCO Private Sellers, and that (the sale of) the Cars, the Offer and the Information do not infringe any rights of third parties, or are in any other way unlawful towards third parties.

12.5 BYNCO holds all rights, claims, interests and powers in respect of all data collected, or derived from it, by the BYNCO environment. BYNCO has the right to use such data for any purpose, provided that its use does not violate Articles 13 and 14 and in accordance with BYNCO's Privacy Policy.

### **13. Personal data**

13.1 In order to enable inspection, Reservation and viewing of the Car and the conclusion of a Purchase Agreement between Seller and Buyer via the BYNCO environment, seller will have access to personal data of seller and buyer. To the extent that BYNCO provides personal data of Koper to Seller and vice versa, it does so on behalf of Seller and Buyer, who has given permission or order to do so to BYNCO. Seller and Buyer are responsible for the data processing they perform in the context of (the execution of) a Reservation or Purchase Agreement. Where appropriate, BYNCO, Seller and Buyer will comply with data protection laws and regulations, including the General Data Protection Regulation, at all times.

13.2 Seller guarantees that it will not use the customer, contact and personal data of Koper to make price and or sales agreements outside the BYNCO environment or to contact Buyers, for example for commercial purposes such as through the transmission of (commercial) mailings. BYNCO has the right to remove from the BYNCO environment in the case of violation of this article member or any form of acquisition on Buyers (the Offer of) Seller.

### **14. Confidentiality**

14.1 If and to the extent that, in the implementation of the Agreement, information from one Party is notified to the other Party and that information is verbally or in writing designated as confidential, or which the receiving Party should reasonably have been able to understand that it must be classified as confidential, the receiving Party shall keep this information strictly secret, use it only for the purpose of the Performance of the Agreement and restrict access to that information to persons who know about it for that purpose have to take it. The receiving Party shall ensure that these persons are required by a confidentiality clause to keep this confidential information confidential.

14.2 Each Party agrees to protect the confidential information of the other Party in the same way as it protects its own confidential information but will in no way do less than what can reasonably be expected of it.

14.3 Provision by the receiving Party of confidential information from the other Party will not constitute a breach of this Article if such provision is required by law, provided that the receiving Party immediately informs the other Party of this compulsory disclosure (to the extent permitted by law) and provides all reasonable cooperation to the other Party to object to the provision or any further disclosure of the confidential information , or otherwise counter it.

14.4 Confidential information shall not mean information which was already public at the time it became aware of the receiving Party or subsequently became public outside the hands of the receiving Party, or which the receiving Party received from a third party without imposing a requirement of confidentiality or being obliged to do so.

### **15. Guarantees**

15.1 Each Purchase Agreement is entered into directly between Seller and Buyer. BYNCO is not a party, does not provide guarantees and accepts no responsibility or liability in relation to (the content of) the Purchase Agreement.



- 15.2 BYNCO accepts no responsibility or liability for the failure to provide information in time or not to be made clear or for manifest apostations in the Offer, the Purchase Agreement or the BYNCO environment, regardless of who the Information originates from or to whom the Information is provided.
- 15.3 BYNCO accepts no responsibility or liability for inaccuracies in the Information or inspection report provided by the Inspection Authority, non-compliance by seller or buyer in relation to the Reservation or the Purchase Agreement, including any non-conformity of the Car, the failure (in time) to pay the purchase price due by Buyer to Seller or any refund of the Purchase Price, or in relation to the name of the Car.
- 15.4 Each party shall ensure that it complies with all applicable laws and regulations and that the exercise of the rights conferred on the other Party under the Agreement will not be unlawful or will oblige the other Party to make any payment to a third Party.
- 15.5 Seller guarantees that it will not abuse or manipulate the BYNCO environment, will not interfere with the use of the BYNCO environment by third parties, will not circumvent or manipulate the proper functioning and billing process of the BYNCO environment or BYNCO, and will not determine the Purchase Price in a manner that is unfair or unreasonable or contrary to (the principles of) these BYNCO Private Sellers Terms and Conditions. Notwithstanding any other rights of BYNCO, BYNCO may (temporarily) remove the Seller's Offer from the BYNCO environment in the event of a violation of this article member.
- 15.6 Seller accepts and agrees that (access to) the BYNCO environment is granted on an "as is" and "as *available*" basis. BYNCO excludes explicit and tacit guarantees and commitments of any kind, including guarantees and commitments regarding the quality, safety, legality, integrity and accuracy of the Services, guarantees of marketability, suitability for a particular purpose or non-violation of third-party rights. BYNCO reserves the right to modify or terminate the Services at any time, temporarily or permanently, with or without notice, and without paying Seller any form of compensation. BYNCO may not be required by Seller to maintain any functionality of the Services.

## **16. Safeguards**

- 16.1 Each of the Parties shall be exempted from the other Party and its affiliates, management, directors, employees, representatives and successors for any claims, damages and costs arising from or related to an (alleged) non-compliance by the safeguarding Party of any guarantee laid down in these BYNCO Private Sellers Terms and Conditions.
- 16.2 Seller exempts BYNCO and its affiliates, management, directors, employees, representatives and successors for any claims, damages and costs arising from or related to a (alleged) non-compliance by seller of the Agreement or the Purchase Agreement, including any non-conformity of the Car, or as a result of or related to any (alleged) tort against a third party , including Copper.
- 16.3 The vacated Party shall, immediately upon receipt of a claim from a third party, notify the safeguarding Party in writing of the claim, provide it with any information reasonably necessary to assess the claim and allow the safeguarding Party to arrange the defence and settlement of the claim at the expense of the safeguarding Party. However, the parties paid have the right to participate in disputes at their own discretion and at their own expense.

## **17. BYNCO liability**

- 17.1 Bynco's liability under these BYNCO Private Sellers Terms and Conditions is limited to direct damages per event to the amount actually paid out by BYNCO's insurer for the relevant claim.
- 17.2 Cohesive events are considered a single event.
- 17.3 Direct injury shall be understood only as the reasonable costs of determining the cause and extent of the damage, any reasonable costs incurred to ensure that BYNCO's poor performance complies with the Agreement, insofar as they can be attributed to BYNCO, and reasonable costs incurred to prevent or limit damage, provided that seller proves that those costs have resulted in the direct damage being reduced.
- 17.4 BYNCO is not liable for indirect damages, such as but not limited to, foregone profits, missed savings, reduced goodwill, damages from corporate stagnation, damages resulting from claims by seller's clients, mutilation or loss of data or for (other) consequential damages, regardless of the nature of the transaction (breach of contract, tort or otherwise), even if BYNCO has been notified of the likelihood of such damage.
- 17.5 The limitation of liability as referred to in Article 17.1 above shall not apply if and to the extent that the insurer is justified, Bynco and grounds not discounted in the insurance conditions (such as non-payment of insurance premiums) for the claim in question do not pay damages for the seller or in the event of bankruptcy of BYNCO, in which case THE total liability of BYNCO under the Agreement will be limited to a maximum amount of € 5,000 ,- (say: five thousand euros) per event.
- 17.6 The limitation of liability referred to in this Article 17 shall not apply in the case of claims by third parties for damages resulting from death or injury or where there is intent or gross culpability on THE part of BYNCO.
- 17.7 BYNCO will adequately insure itself with a bona fide insurer and will be insured for its liability to seller under the Agreement for the duration of the Agreement.

## **18. Other**

- 18.1 The Agreement and these Terms and Conditions Bynco Private Sellers are only applicable to Dutch law. All disputes arising from or related to this Agreement shall be referred to the competent court of the Utrecht Court by exclusion.
- 18.2 In the event of nullity or destruction of one or more provisions of this Agreement or the Conditions, the other provisions thereof shall remain in force without prejudice. The Parties shall enter into consultations to replace the annulled or destroyed provision with a provision which is valid or non-destroyable and which is as much as possible in line with the purpose and scope of the puny or destroyed provision.
- 18.3 BYNCO is not required to make investments or incur costs specifically for the benefit of Seller. Seller will fully reimburse such investments or costs incurred, provided that they have been explicitly approved in advance in writing by Seller.
- 18.4 Waiver of duty is only possible by means of an express and written declaration issued.

- 18.5 Seller is not entitled to transfer the rights and obligations of this Agreement to a third party without the prior written consent of BYNCO. BYNCO is entitled to attach conditions to this consent.
- 18.6 BYNCO shall have the power to transfer all or part of the rights and obligations under this Agreement (i) to companies associated with BYNCO in a group, (ii) in the event of a transfer of its undertaking and (iii) in the event of a merger.
- 18.7 Electronic communications sent by BYNCO are deemed to have been received on the day of shipment, unless proven otherwise by Seller. The applicability of the Vienna Convention on Purchase (CISG) is expressly excluded.

## **I HOME SHOPPING GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions of the Dutch Home Shopping Organization (hereinafter referred to as: Thuiswinkel.org) have been drawn up in consultation with the Consumers' Association within the framework of the Self-Regulation Consultation Coordination Group (CZ) of the Social and Economic Council and will come into effect on 1 June 2014.

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### **Article 1 – Definitions**

For the purposes of these terms and conditions:

1. Additional agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Reflection period: the period within which the consumer can exercise his right of withdrawal;
3. Consumer: the natural person who is not acting for purposes relating to his trade, business, craft or profession;
4. Day: calendar day;
5. Digital content: data produced and supplied in digital form;
6. Recurrent contract: a contract for the regular supply of goods, services and/or digital content for a specified period;
7. Durable data carrier: any tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation or use during a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
8. Right of revocation: the possibility for the consumer to withdraw from the distance contract within the reflection period;
9. Entrepreneur: the natural or legal person who is a member of Thuiswinkel.org and offers (access to) digital content and/or services at a distance to consumers;
10. Distance contract: a contract concluded between the trader and the consumer within the framework of an organised system for the long-distance sale of products, digital content and/or services, whereby, up to and

including the conclusion of the contract, exclusive or joint use is made of one or more means of distance communication;

11. Model withdrawal form: the European model withdrawal form set out in Annex II to these conditions; Annex II does not need to be made available if the consumer does not have a right of revocation with regard to his order;

12. Technology for distance communication: means that can be used for concluding a contract, without the consumer and the trader having to be together in the same room at the same time.

## Article 2 - Identity of the entrepreneur

Entrepreneur name: AutoBinck Online Trade B.V.  
Acting under the name/names: Bynco  
Business address: Stadsplateau 11 3521 AZ Utrecht  
Telephone number: 030-2074220  
Accessibility: From Monday to Sunday from 00.00 to 00.00 hrs.  
E-mail address: [klantenservice@bynco.com](mailto:klantenservice@bynco.com)  
Chamber of Commerce number: 67369502  
VAT number: NL856952588B01

## Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between entrepreneur and consumer.

2. Before the distance contract is concluded, the text of these general conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate how the general terms and conditions can be viewed before the distance contract is concluded and will ensure that they will be sent to the consumer free of charge as soon as possible at the consumer's request.

3. If the distance contract is concluded electronically, then, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible before the distance contract is concluded, it will be indicated where the general terms and conditions can be viewed electronically and they will be sent electronically or otherwise free of charge at the consumer's request.

4. In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs apply and the consumer can always invoke the applicable provision that is most favourable to him in the event of conflicting conditions.

## Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products, services and / or digital content offered. Obvious mistakes or obvious errors in the offer are not binding for the entrepreneur.

3. Each offer contains information which makes it clear to the consumer what rights and obligations are attached to the acceptance of the offer.

## Article 5 - The agreement

1. The agreement shall, subject to the provisions of paragraph 4, be reached when the consumer accepts the offer and meets the conditions set.

2. If the consumer has accepted the offer electronically, the entrepreneur shall immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the trader, the consumer may dissolve the contract.

3. If the agreement is concluded electronically, the trader shall take appropriate technical and organizational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the consumer is able to pay electronically, the entrepreneur will take appropriate security measures.

4. The entrepreneur may, within the limits of the law, inform himself whether the consumer can meet his

payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the implementation.

5. Upon delivery of the product, service or digital content to the consumer at the very latest, the trader will send the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable medium:

- a) the visiting address of the trader's establishment to which the consumer can come with complaints;
- b) the conditions under which and the manner in which the consumer can exercise the right of revocation, or a clear statement concerning the exclusion of the right of revocation;
- c) the information about warranties and existing after-sales service;
- d) the price including all taxes of the product, service or digital content; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
- e) the requirements for termination of the contract if the contract has a duration of more than one year or is of indefinite duration;
- f) if the consumer has a right of revocation, the model withdrawal form.

6. In the case of a recurrent transaction, the provision in the previous paragraph shall apply only to the first delivery.

#### **Article 6 - Right of revocation**

For products:

1. The consumer can dissolve an agreement regarding the purchase of a product during a reflection period of 14 days without stating any reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but does not oblige the consumer to state his reason(s).

2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party previously designated by the consumer, who is not the carrier, has received the product, or:

- a) if the consumer has ordered several products in the same order: the day on which the consumer, or a third party indicated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for multiple products with a different delivery time.
- b) b) if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;
- c) c) in the case of contracts for recurring delivery of products during a given period: the day on which the consumer, or a third party designated by him, has received the first product.

In the case of services and digital content not supplied through a tangible medium:

3. The consumer may terminate a service contract and a contract for the supply of digital content which is not supplied through a tangible medium for a period of 14 days without giving any reason. The trader may ask the consumer for the reason for withdrawal, but does not oblige him to state his reason(s).

4. The reflection period referred to in paragraph 3 starts on the day following the conclusion of the contract.

Extended reflection period for products, services and digital content not supplied on a tangible medium in the event of failure to inform about the right of revocation:

5. If the Entrepreneur has not provided the Consumer with the legally required information about the right of revocation or the model withdrawal form, the reflection period shall end twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

6. If the trader has provided the consumer with the information referred to in the previous paragraph within twelve months after the starting date of the original reflection period, the reflection period shall expire 14 days after the day on which the consumer has received that information.



#### **Article 7 - Obligations of the consumer during the reflection period**

1. During the reflection period the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The consumer shall only be liable for any reduction in the value of the product resulting from handling of the product which goes beyond what is permitted in paragraph 1.
3. The consumer is not liable for any reduction in value of the product if the entrepreneur has not provided him with all legally required information about the right of revocation before or upon conclusion of the contract.

#### **Article 8 - Exercise of the right of revocation by the consumer and costs thereof**

1. If the consumer exercises his right of revocation, he shall report this to the entrepreneur within the reflection period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, to a maximum of 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorized representative of) the entrepreneur. This does not have to be done if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.
3. The consumer returns the product with all delivered accessories, if possible, in original condition and packaging, and in accordance with reasonable and clear instructions provided by the entrepreneur.
4. The risk and burden of proof for the correct and timely exercise of the right of revocation lies with the consumer.
5. The consumer shall bear the direct costs of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur indicates to bear the costs himself, the consumer does not have to bear the costs of returning the product.
6. If the consumer withdraws after having first expressly requested that the provision of the service or the supply of gas, water or electricity not made ready for sale in a limited volume or set quantity commences during the reflection period, the consumer owes the proprietor an amount that is proportional to the part of the commitment that the proprietor has fulfilled at the time of revocation, compared to the complete fulfilment of the commitment.
7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity, which are not put up for sale in a limited volume or quantity, or for the supply of district heating, if:
  - a) the entrepreneur has not provided the consumer with the information required by law concerning the right of revocation, the reimbursement of costs in the event of revocation or the model withdrawal form, or;
  - b) the consumer has not expressly requested performance of the service or the supply of gas, water, electricity or district heating during the reflection period.
8. The consumer shall not bear any costs for the supply, in whole or in part, of digital content which is not supplied on a tangible medium if:
  - a) he has not expressly agreed to commence the execution of the contract before the end of the reflection period;
  - b) he has not acknowledged the loss of his right of revocation when giving his consent; or
  - c) the entrepreneur has failed to confirm this statement by the consumer.

9. If the consumer makes use of his right of revocation, all ancillary agreements will be dissolved by law.

#### **Article 9 - Obligations of the entrepreneur in case of revocation**

1. If the Entrepreneur makes the notification of revocation by the Consumer possible electronically, he shall send a confirmation of receipt without delay after receipt of this notification.
2. The Entrepreneur shall reimburse all payments made by the Consumer, including any delivery costs charged by

the Entrepreneur for the returned product, without delay to a maximum of 14 days following the day on which the Consumer notifies him of the withdrawal. Unless the Entrepreneur offers to collect the product himself, he may wait until he has received the product or until the Consumer demonstrates that he has returned the product, whichever is earlier.

3. The trader shall use the same means of payment that the consumer has used for the refund, unless the consumer agrees to another method. The refund shall be free of charge for the consumer.

4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the trader does not have to reimburse the additional costs for the more expensive method.

#### **Article 10 - Exclusion of right of revocation**

The Entrepreneur can exclude the following products and services from the right of revocation, but only if the Entrepreneur has clearly stated this in the offer in a timely fashion before finalizing the contract:

1. Products or services whose price is subject to fluctuations in the financial market over which the Entrepreneur has no influence and which may occur within the withdrawal period.

2. Contracts finalized during a public auction. A public auction is understood to mean a sales method in which products, digital content and/or services are offered by the entrepreneur to the consumer who attends or is given the opportunity to attend the auction in person, under the supervision of an auctioneer, and in which the successful bidder is obliged to purchase the products, digital content and/or services;

3. Service agreements, after full execution of the service, but only if:

- a) execution has commenced with the express prior consent of the consumer; and
- b) the consumer has declared that he loses his right of revocation as soon as the entrepreneur has fully executed the contract;

4. Package holidays as referred to in Section 7:500 of the Dutch Civil Code and passenger transport contracts;

5. Service contracts for the provision of accommodation, if the contract provides for a specific date or period of performance and other than for residential purposes, goods transport, car rental services and catering;

6. Leisure contracts, if the contract provides for a specific date or period of performance thereof;

7. Products made to the consumer's specifications, which are not prefabricated and which are made on the basis of an individual choice or decision made by the consumer, or which are clearly intended for a particular person;

8. Products which are liable to deteriorate rapidly or have a limited shelf life;

9. Sealed products which are not suitable for return for reasons of health or hygiene and whose seal has been broken after delivery;

10. Products which, by their nature, have been irrevocably mixed with other products after delivery;

11. Alcoholic beverages the price of which has been agreed upon when the purchase agreement has been made, but whose delivery can only take place after 30 days, and whose actual value depends on fluctuations in the market over which the entrepreneur has no influence;

12. Sealed audio or video recordings and computer software, the seal of which has been broken after delivery;

13. Newspapers, magazines or periodicals, with the exception of subscriptions to these;

14. The supply of digital content other than on a tangible medium, but only if:

- a) the execution has started with the consumer's express prior consent; and
- b) the consumer has declared that he thereby loses his right of revocation.

#### **Article 11 - The price**

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.

2. Contrary to the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and on which the entrepreneur has no influence, with variable prices. This obligation to fluctuate and the fact that any prices quoted are target prices will be stated in the offer.

3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:

- a) they are the result of statutory regulations or provisions; or

- b) the consumer has the right to terminate the contract from the day on which the price increase takes effect.

5. The prices mentioned in the offer of products or services are inclusive of VAT.

#### **Article 12 - Fulfilment of agreement and additional guarantee**

1. The entrepreneur guarantees that the products and/or services meet the terms of the agreement, the specifications stated in the offer, the requirements of reliability and/or usability and all existing legal provisions and/or government regulations at the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for exceptional use.
2. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never restricts the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the contract if the entrepreneur has failed to fulfil his part of the contract.
3. Extra guarantee is understood to mean any undertaking by the proprietor, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what the consumer is legally obliged to if he has failed to fulfil his part of the contract.

#### **Article 13 - Delivery and execution**

1. The entrepreneur will take the greatest possible care in receiving and fulfilling orders of products and in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. Subject to what is stated in Article 4 of these General Terms and Conditions, the Entrepreneur shall execute accepted orders expeditiously but at the latest within 30 days, unless a different delivery period has been agreed upon. If delivery is delayed, or if an order is not or only partially carried out, the consumer will receive notification of this at the latest 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement free of charge and is entitled to compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a representative appointed in advance and made known to the entrepreneur, unless expressly agreed otherwise.

#### **Article 14 - Recurrent transactions: duration, termination and extension**

Termination:

1. The consumer may terminate an indefinite contract including but not limited to the regular delivery of products (including electricity) or services at any time subject to agreed termination rules and notice of up to one month.
2. The consumer may terminate a temporary contract including but not limited to the regular delivery of products (including electricity) or services, at any time at the end of the defined period, subject to the agreed termination rules and a notice of up to one month.
3. The consumer may terminate the agreements referred to in the previous paragraphs:
  - a) at any time and not be limited to termination at a specific time or during a specific period;
  - b) in the same way as they were entered into by the consumer;
  - c) always with the same notice as the entrepreneur has stipulated for himself.

Renewal:

4. A contract entered into for a definite period of time for the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
5. Contrary to the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months, if the consumer at the end of the prolongation extended contract may terminate with a notice of up to one month.

6. A fixed-term contract that has been reached for the regular delivery of products or services may only be tacitly extended for an indefinite period of time if the consumer may at any time terminate with a notice not exceeding one month. The notice period shall not exceed three months if the agreement provides for the regular, but less than monthly, delivery of daily, news and weekly newspapers and magazines.

7. An agreement with a limited duration for the regular supply of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) shall not be tacitly renewed and shall end automatically at the end of the trial or introductory period.

Duration:

8. If a contract has a duration of more than one year, the consumer may after one year terminate the contract at any time with a notice of up to one month, unless the reasonableness and fairness opposes termination before the end of the agreed upon term.

### **Article 15 – Payment**

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the reflection period, or in the absence of a reflection period within 14 days after the conclusion of the agreement. In the case of an agreement for the provision of a service, this period commences on the day after the consumer has received confirmation of the agreement.

2. When selling products to consumers, the consumer may never be obliged in the general terms and conditions to pay more than 50% in advance. If an advance payment has been stipulated, the consumer may not assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.

3. The consumer has the duty to report any inaccuracies in the payment details provided or stated to the entrepreneur without delay.

4. If the consumer does not meet his payment obligation(s) on time, he will owe the statutory interest on the amount still owed after he has been notified of the late payment by the proprietor and the proprietor has granted the consumer a period of 14 days to still meet his payment obligations, after the failure to pay within this 14-day period, and the proprietor is entitled to charge the extrajudicial collection costs he has incurred. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40. The entrepreneur can deviate from the amounts and percentages mentioned for the benefit of the consumer.

### **Article 16 - Complaints procedure**

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within a reasonable time after the consumer has discovered the defects, complete and clearly described.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

4. A complaint about a product, service or the entrepreneur's service can also be submitted via a complaints form on the consumer page of the Thuiswinkel.org website [www.thuiswinkel.org](http://www.thuiswinkel.org). The complaint is then sent both to the entrepreneur in question and to Thuiswinkel.org.

5. The consumer should give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this period, a dispute will arise that is subject to dispute resolution.

### **Article 17 – Disputes**

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

2. Disputes between a consumer and an entrepreneur over the execution or performance of contracts relating to products and services which are supplied or to be supplied by this trader can be brought before the Thuiswinkel

Disputes Committee, P.O. Box 90600, 2509 LP in The Hague ([www.sgc.nl](http://www.sgc.nl)), by either the consumer or the entrepreneur, with due observance of the provisions set out below.

3. A dispute will only be dealt with by the Disputes Committee if the consumer has first submitted his complaint to the entrepreneur within a reasonable period of time.

4. If the complaint does not lead to a solution, the dispute must be brought before the Disputes Committee in writing or in another form to be determined by the Committee no later than 12 months after the date on which the consumer submitted the complaint to the entrepreneur.

5. If the consumer wishes to submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. It is preferable for the consumer to first report this to the entrepreneur.

6. If the entrepreneur wishes to submit a dispute to the Disputes Committee, the consumer must- within five weeks after a written request made by the entrepreneur in writing- state in writing whether he agrees or whether he wishes the dispute to be dealt with by the competent court. If the entrepreneur does not receive word of the consumer's choice within the period of five weeks, then the entrepreneur is entitled to submit the dispute to the competent court.

7. The Disputes Committee pronounces its verdict under the conditions as set out in the regulations of the Disputes Committee ([www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel](http://www.degeschillencommissie.nl/over-ons/de-commissies/2404/thuiswinkel)). The decisions of the Disputes Committee are made by means of binding advice.

8. The Disputes Committee will not deal with a dispute or discontinue the claim if the entrepreneur has been granted a suspension of payment, has gone bankrupt or has actually ceased his business activities before the dispute has been dealt with by the committee at the session and a final decision has been given.

9. If, in addition to the Thuiswinkel Disputes Committee, another Disputes Committee that is recognised or affiliated to the Stichting Geschillencommissies voor Consumentenzaken (SGC) or the Klachteninstituut Financiële Dienstverlening (Kifid) (Financial Services Complaints Institute) is involved, the Thuiswinkel Disputes Committee is takes precedence for disputes concerning primarily the method of remote sales or service provision. For all other disputes, the other acknowledged disputes committee affiliated to the SGC or Kifid will take precedence.

#### **Article 18 - Branch warranty**

1. Thuiswinkel.org guarantees compliance with the binding advice of the Thuiswinkel Disputes Committee by its members, unless the member decides to submit the binding advice to the court for review within two months after it has been sent. This guarantee is revived if the binding advice, after review by the court, has remained in force and the verdict showing this has become final and conclusive. Up to a maximum amount of € 10.000,- per binding advice, the amount will be paid to the consumer by Thuiswinkel.org. For amounts greater than €10.000,- per binding advice, €10.000,- will be paid out. In case of excess, Thuiswinkel.org has a best-efforts obligation to ensure that the member complies with the binding advice.

2. The application of this guarantee requires that the consumer makes a written appeal to Thuiswinkel.org and that he assigns his claim against the entrepreneur to Thuiswinkel.org. If the claim on the entrepreneur amounts to more than € 10.000,-, the consumer is offered to transfer his claim insofar as it exceeds the amount of € 10.000,- to Thuiswinkel.org, after which this organization in its own name and at its own expense will request the payment thereof in court in order to satisfy the consumer.

#### **Article 19 - Additional or different provisions**

Additional provisions or provisions deviating from these general terms and conditions may not be to the consumer's detriment and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

#### **Article 20 - Amendments to the Home Shopping General Terms and Conditions**

1. Thuiswinkel.org will not change these general terms and conditions except in consultation with the Consumers' Association.

2. Amendments to these terms and conditions are only effective after they have been published in an appropriate manner, in the understanding that in the event of applicable amendments during the term of an offer, the provision most favourable to the consumer will prevail.

**Thuiswinkel.org**  
[www.thuiswinkel.org](http://www.thuiswinkel.org)  
Horaplantsoen 20  
6717 LT Ede

P.O. Box 7001  
6710 CB Ede

## Annex I: Model revocation form

### Model revocation form

(complete and return this form only if you wish to revoke the agreement)

- (a) To:            [ Entrepreneur's name]  
                      [ Entrepreneur's geographical address  
                      [ Entrepreneur's fax number, if available]  
                      [ E-mail address or electronic address of entrepreneur]
- (b) I/We\* hereby give notice that I/We\* hereby give notice of our agreement concerning  
the sale of the following products: [product name]\*  
the provision of the following digital content: [Digital Content Designation]\*.  
the provision of the following service: [indication of service]\*,  
revoked/cancellation\*
- (c) Ordered on\*/received on\* [date of order for services or receipt for products].
- (d) [Consumer(s) name(s)]
- (e) [Address of consumer(s)]
- (f) [Consumer(s)' Signature(s)] (only if this form is submitted on paper)

\* Strike out what does not apply or fill in what is applicable.



## II AUTOTRUST / BYNCO WARRANTY SCHEME

Every car comes with a standard 180-day warranty. Bynco works together with Autotrust. Autotrust takes care of the whole process and carries out the warranty. Bynco always remains responsible for the given warranty.

### What does Bynco 360° cover?

At Bynco you are entitled to the most extensive coverage:

All mechanical and electronic parts  
Compensation on parts and labour  
Diagnostic costs  
Replacement transport  
Repair

### What does your warranty cover?

All mechanical and electrical parts of the car are covered by the Bynco warranty. This includes but is not limited to the following parts:

- The engine
- The gearbox
- The suspension
- The electronics
- The braking system
- The fuel system
- The drive
- The suspension

Both parts and labour costs are covered by the warranty.

### What else is reimbursed?

The diagnostic costs and (necessary) transport from the car to the repairer are also covered by the warranty if the defect is also covered by the warranty.

### Problems abroad?

If you have a defect abroad and the defect is covered, it is also covered by the warranty. You must report the defect to Autotrust and they will tell you whether it is covered. You can pay the costs yourself at the garage or you can choose to have the invoice sent to Autotrust.

### What is NOT covered by the warranty?

Warranty does not include:

- The bodywork/chassis
- Glass
- The tires
- The rims
- Maintenance parts and operations
- The interior of your car
- Additional costs such as replacement transport costs

### How long does the warranty last?

You are covered by the warranty for the duration of 180 days after purchase. The warranty therefore ends 180 days after the purchase of your car. If you wish, you can then choose to extend the insurance at a market premium.

It is possible that there is also a manufacturer's warranty on your car and that you are doubly insured for a certain period of time. That is not a problem. Our customer service department has insight into the warranty details of your car and, in consultation with you, will determine the best solution in the event of a defect.

### What do we consider to be a defect?

We define 'defect' as an unexpected failure of a component during the warranty period. We only consider an issue to be a defect if it is not caused by external influences. If a part functions normally, it will not be replaced or repaired. (Background) noise or changing properties are not considered to be reason for repair.

### Repair

The warranty is intended solely for the repair of a defect in your vehicle. Your car will always be repaired professionally and durably. Autotruster has the freedom, in consultation with the repairer, to determine how the car will be repaired. Of course, we understand that your car is a precious possession and that you want the best for your car.

### Warranty certificate

On the day of registration you will receive an e-mail containing a pdf of the warranty booklet and a warranty certificate. After about 15 days Autotruster will contact you by phone on behalf of Bynco to explain how to proceed should you encounter a defect in your car. During this phone call, the conditions of the warranty will also be discussed in order to prevent misunderstandings in the future as best as possible.

After the warranty period has expired you will be contacted once by Autotruster with the possibility to extend the warranty.

### A defect?

You can report the defect online via [www.autotruster.nl/claims](http://www.autotruster.nl/claims).

Fill in your license plate number and the odometer reading and indicate the number and the nature of the defects you have found. Then, simply double check your data and press the 'agree' button. You will receive a confirmation by email.

You can also call the Autotruster service number: 0592 - 340018.

Important! In order to provide you with fast and good service, the repair must first be assessed and approved by Autotruster before the car is repaired by a repairer selected by Bynco. Never keep on driving with a defect.

### What to do in case of a defect?

1. Sign up online or by phone
2. Approval by Autotruster
3. Make an appointment with Bynco-repairer

### Compensation table

Mileage or age	Reimbursement	Reimbursement labour*
Less than 110.000 kilometres or 7 years	100%	100%
Less than 130.000 kilometres or 8 years	80%	100%
Less than 150.000 kilometres or 10	70%	100%
from 150.000 kilometres or 10 years	60%	100%

\* Autotruster pays 100% of the labour costs up to the maximum hourly rate

### Who pays the repair costs?

Autotruster is Bynco's executive warranty partner. Autotruster carries out the warranty and handles your claim. If there is a valid claim, Autotruster will pay you or the garage directly, depending on the agreement made. Of course, we at Bynco remain responsible for the given warranty.

### How much compensation will I receive?

You will receive compensation for the parts used in the repair. The amount of the compensation depends on the mileage or the age of your car at the time of the defect. The compensation for labour costs is 100%.

The maximum compensation per claim is € 5,000 and a maximum of € 7,500 per warranty period.

### **Maintenance**

Every car needs maintenance. This maintenance involves replacing parts that are not meant to last a lifetime. Maintenance parts and operations are not covered by the warranty. You are responsible for the maintenance of your vehicle.

### **Maintenance history**

If maintenance and repairs are carried out within the warranty period, the service booklet must be updated by the garage. Retain all invoices and reports received during service, MOT inspection, breakdown service, or garage visit. This information is required by Autotruster in the event of a claim.

### **Which parts are not covered?**

Maintenance parts, parts that are not factory fitted and parts that need to be replaced as part of regular maintenance are not covered by the warranty.

### **Other Terms and Conditions**

**Report a claim:** in case of a defect, we ask you to always report it directly online.

report via: [www.autotruster.nl/claims](http://www.autotruster.nl/claims), if this is not possible call 0592 340018. After receiving Autotruster's approval, you can have the car repaired. Never drive a defective car!

**Maximum reimbursement:** warranty period 6 months: per claim € 5.000,-, per warranty € 7.500,-.

**Maintenance:** maintain your car properly and regularly check the level your car's fluid levels. Before using the car, read the instruction booklet, study the important points as well as the maintenance schedule. If a malfunction or defect occurs because you do not know or do not follow the instructions indicated in the operating manual, you yourself may be (partly) to blame for the defect. Keep all proof of maintenance and repair. You may have to submit this in case of a claim in order to be reimbursed for the repair, if it is covered by the warranty. If a defect can be remedied by a maintenance operation such as cleaning, lubrication, (adjustment), resetting or updating software, this is considered to be part of the maintenance.

**When can you not claim your warranty?** If you yourself are (partly) to blame for the occurrence of a defect, you are not entitled to repair covered by warranty. This may be the case, for example, if a defect has arisen due to overloading, negligence, carelessness or operating errors.

**Force majeure:** If a defect is caused by external calamity, it has nothing to do with the quality of your car. In that case, you cannot claim under the warranty. This includes defects caused by (water) damage, a collision, shocks caused by speed bumps and potholes in the road or gravel. Many of these types of incidents are often covered by your car accident insurance.

**Termination of warranty:** in case of suspicion of fraud or abuse, the warranty may be terminated by Autotruster. It is important that you adhere to the above conditions. If you have not met the conditions, your right to a warranty will lapse.

**Disputes:** if you do not agree with the outcome of your claim, or if you have a complaint, you can contact us in writing: Autotruster BV, Complaints and Disputes, P.O. Box 930, 9400 AX ASSEN or send an e-mail to [service@autotruster.nl](mailto:service@autotruster.nl).

Autotruster will reply within 14 days. If you are not satisfied with Autotruster's response, you can contact Bynco at (070) 204 40 60 or [klantenservice@bynco.com](mailto:klantenservice@bynco.com).