

General Conditions

The following **International sale and delivery conditions VWE Remarketing** (“VWE”) are in addition to the General Conditions. VWE supervises the sale and delivery of Dutch vehicles to international buyers.

Buyer hereby agrees:

- To have the intention of buying one or more vehicles from VWE;
- To be aware of the fact that VWE is the selling and supplying party regarding the vehicles;
- To guarantee to be authorized to bid on the offered vehicles;
- That the information given on this sheet is correct;
- To comply with the General Conditions of VWE and the following additions;
- To be aware of the fact that the General Conditions VWE and the additions thereto apply to all (future) transactions regarding VWE as the selling party;
- To the storage of his/her data in the VWE database.

Provision necessary documents for registration of the Buyer

Buyer states and guarantees:

- To be authorized to act on behalf of the specified company/enterprise/concern;
- To have correctly and truthfully identified himself to VWE;
- To have provided a valid identification/identity card;
- To provide a copy of a valid registration certificate / Chamber of commerce extract;
- To provide an official document on which a valid VAT-number and company data are listed;
- To provide additional company information or documents upon VWE request.

International Sales Process

- All bids on a vehicle are permanent and binding. If the highest bid matches the target price, the vehicle will be assigned by VWE to the highest bidder. Bids and purchases cannot be canceled;
- VWE determines the allocation of the vehicles at the auction;
- VWE will inform the buyer on the sale, settlement process, transaction and which General and/or additional Conditions (export) will apply;
- VWE is responsible for the entire sales and delivery process of the purchased vehicles;
- VWE sells and supplies vehicles to buyer in order that the vehicles do not return to the Netherlands within Twelve (12) months time (sustainable export);
- The General Conditions and additional Sales provisions (export) of VWE apply to all transactions between VWE and the Buyer;
- VWE only offers vehicles to which the full and original registrations certificate is present;
- Buyer provides all relevant information regarding the sale and delivery of the vehicle via export@vwe.nl
- Buyer is aware of the fact that VWE checks all provided information on reliability, risks, transaction and registrations barriers and reserves the right to terminate or cancel the sales process and to refuse a Buyer;
- Buyer waives VWE from all damages resulting from misuse (in)directly by Buyer;
- Buyer is aware of the fact that VWE will, in cases of misuse or fraud by the Buyer, claim the entire sales transaction as damages from Buyer.
- Buyer is aware of the fact that VWE will, in cases of misuse or fraud, provide the concerning files to the appropriate authority.

Vehicle property

- The ownership of a vehicle remains with VWE until VWE has received payment in full and an release of liability (Dutch: vrijwaringsbewijs) is provided.

Export

- Buyer guarantees to export the vehicle outside the Netherlands permanently;
- VWE checks the vehicle registration and makes sure that vehicles are not obtained from theft or embezzlement;
- Buyer is aware of the fact that the yellow license plates are invalid after the registration for export;
- Buyer guarantees to restrain himself from any use of the invalid Dutch yellow license plates;



VWE

Remarketing

- Buyer is aware of the obligation of having liability insurance when using public roads;
- Buyer agrees to ensure the purchased vehicles in accordance with Dutch Motor Insurance Liability Act (Dutch: Wet Aansprakelijkheidsverzekering Motorrijtuigen). The insurances valid for 14 days;
- Buyer grants VWE the right to take care of the export authorization settlement (RDW export declaration / export registration 3E0323) on behalf of Buyer;
- Buyer authorizes VWE to act as an indirect representative on his behalf, for the purpose of filing export tax declarations/customs on export of vehicles outside the European Union ((EEC.) No. 2913/92 article 5, paragraph 2).

Technical conditions of the vehicle

- All sold vehicles are in roadworthy state and are not considered "Damaged vehicles" as stated in the Dutch Road Traffic Law (Wegenverkeerswet). Damaged vehicles, scrap and/or wrecks are not eligible for BPM tax returns.
- VWE is not responsible for the accuracy of the odometer reading nor for the provision of a correct mileage during the registration;
- Any claims regarding the technical or physical (body work etc.) condition of the vehicle, have be reported in writing to the VWE after sales team within 72hours after the collection of the vehicle, for VWE to be responsible for the quality of the delivered vehicle.

Vehicle collection and transport

- Buyer is aware of the fact that the vehicle and its documents form a whole. VWE strongly discourages sending vehicle documents separately.
- Buyer is aware of the fact that Buyer will receive a collection notice after VWE has received full payment and all vehicle documents are in order.
- Buyer is aware of the fact that a vehicle cannot be collected without a valid collection notice.
- Buyer is aware of the fact that the Buyer/Transporter is required to identify himself.
- Buyer is aware of the fact that Buyer/Transporter is obliged to sign the (transportation)documents.
- Buyer is aware of the fact that Buyer/Transporter is required to supply a transportation tickets such as a CMR consignment note or trader license plates.
- Purchased vehicles have to be collected within five business days after a collection notice is sent by VWE.
- VWE is entitled to charge Buyer storage costs, according to the standard price list, if a for mentioned deadline will be exceeded.
- Buyer is aware of the fact that not all trader license plates/temporary EU licenses are valid in the Netherlands. Buyer is solely responsible for these obligations.
- Buyer is aware of the fact that VWE is entitled, in the event of non-compliance of the Release procedure (Dutch: Uitgifte procedure), to impose a fine up to the full VAT amount per file;

Prices

Buyer hereby states and guarantees:

- To be aware of the fact that VWE charges Buyer the costs of additional services regarding the delivery/transport of a vehicle in accordance with the standard VWE price list;
- To be aware of the fact that VWE will invoice the additional cost separately and will increase the total invoice regarding the vehicle.

Payment Terms

- Buyer will pay all amounts indebted within two (2) days after the invoice is received.
- Buyer will pay for each vehicle separately and shall specify the vehicle's Dutch License plate number and the correct invoice number.
- Buyer is aware of the fact that VWE will return all incorrect and/or improper specified payments and will impose Buyer to properly make the payment.
- Buyer will pay the indebted amount using the bank account number linked to the Buyers Company, as specified on the registration form.
- VWE reserves the right to cancel the transaction if Buyer fails to provide proof of payment within seven (7) days after the purchase.

- VWE registers each default or failure to comply with the International sales and delivery conditions in the VWE database.

BPM refund (luxury tax)

Buyer hereby states and guarantees:

- To export the vehicle outside the Netherlands and will not register the vehicle in the Netherlands again within 12 months time;
- To register the vehicles within 13 weeks in the European Union, Norway, Iceland or Liechtenstein;
- To supply VWE with correct and valid copies of the new EER vehicle registration/license;
- To be aware of the fact that a vehicle registration may take place in person or on behalf of a Company;
- To be aware of the fact that VWE will, in case of (alleged) misuse/fraud, provide the concerning files to the appropriate authority;
- To be aware of the fact that VWE will, in case of misuse/fraud, claim the entire BPM refund amount as damages from Buyer.

Intra-community delivery

Buyer hereby states and guarantees:

- To pay VAT in his/her own country, due to intra-Community acquisition;
- that all vehicles are carried/transported to the business address given/known to VWE;
- To be aware of the fact that VWE checks the validity of the provided VAT-number before each transaction;
- To be aware of the fact that VWE invoices the indebted VAT in the event that Buyer does not provide a (valid) VAT-number;
- To provide additional information about the destination of the vehicles to the Dutch Tax Authorities upon request.

Liability

- VWE is as seller of the vehicle solely responsible for the technical condition of a vehicle as far as it differs from the vehicle description in the status report. The responsibility of VWE extends to the time of delivery.
- Any claims regarding the technical or physical (body work etc.) condition of the vehicle, may be reported to VWE within 48 hours after the collection of the vehicle under the conditions and requirements of the collection guidelines (Dutch: afhaal richtlijnen).
- Regarding claims; VWE refers to the applicable General Conditions VWE;
- All transactions are made in accordance with the prescribed Dutch Law and regulations.

Cancellation

- VWE is entitled to cancel any current or future transactions in the event Buyer fails to comply with the applicable Conditions of VWE