

General terms and conditions of sale

1. Preamble

The present general terms and conditions of sale apply to all the services concluded with the company CarYouNeed Sàrl (CHE-155.364.972).

2. Definitions

CarYouNeed Sàrl (CHE-155.364.972) will be referred to hereafter as CarYouNeed. CarYouNeed is the agent company, responsible for helping the principal (hereinafter referred to as the principal) or the seller (hereinafter referred to as the seller) to sell a vehicle or a list of vehicles to a third party. The bidder is the person who undertakes to offer an amount "at auction" in order to acquire the proposed vehicle at the price proposed by the latter. The buyer is the person who has purchased and paid for the vehicle and the brokerage fees through the auction process. The buyer is the person who purchases a vehicle through a direct sale.

3. Changes

CarYouNeed reserves the right to change its general terms and conditions at any time.

4. Responsibilities

- 4.1. In the absence of clear information on the website and confirmed by the principal or the seller, the vehicle is offered and delivered without any guarantee.
- 4.2. CarYouNeed does not guarantee the mechanical or other condition of the vehicle under any circumstances.
- 4.3. CarYouNeed can in no way be held responsible for the defects and hidden faults, the dangerousness or the illegality of the products offered on its site.

5. Auction conditions

5.1. Obligation of the principal

- 5.1.1. After signing the contract, the Principal undertakes to sell the vehicle(s) indicated only through the services of CarYouNeed until the auction is held .
- 5.1.2. If the client chooses the "All inclusive auction" formula proposed by CarYouNeed, the client agrees to the taking of photos and videos of the vehicle as well as to their diffusion on CarYouNeed.ch but also on the pages of the social networks of CarYouNeed, unless otherwise mentioned on the contract.
- 5.1.3. If the Principal creates his own advertisement, any text, photo, video or data transmitted to CarYouNeed must not infringe upon any third party rights such as personal rights and intellectual property rights. The Principal may only transmit data which he has created himself or which the rights holder has authorized to be used.
- 5.1.4. The principal undertakes to delete all online advertisements for the vehicle concerned by this contract.

5.2. Vehicle exposure

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CarYouNeed offers bidders the possibility of physically visiting the vehicle before and during the auction, provided that this option has been agreed with the principal.

5.3. Conditions of participation in an online sale

- 5.3.1. In order to participate in an auction, it is necessary that the bidder has previously registered on the site by respecting the conditions of registration.
- 5.3.2. Only people who are at least 18 years old can register on CarYouNeed
- 5.3.3. The registration is taken into account when the bidder has filled in his personal details (surname, first name, nationality, home address, email address, telephone number) and provides the required supporting documents at the time of account verification (a front and back ID and a photo of the registered person). Once this information is verified, the registration will be validated and the bidder will be able to participate in the auction.
- 5.3.4. CarYouNeed reserves the right to deny access to an auction to any person without having to state the reasons.
- 5.3.5. By creating your account on CarYouNeed.ch, you agree to receive notifications related to auctions by email.

5.4. Auction sales

- 5.4.1. CarYouNeed organizes the setting up of the data of the vehicle for sale according to the recommendations and requests of the client .
- 5.4.2. CarYouNeed initiates the online auction and supervises its progress.
- 5.4.3. CarYouNeed reserves the right to cancel a sale in case of irregularities or attempted fraud or in case of extraordinary events.
- 5.4.4. The vehicle will only be sold if the reserve price set by the principal is reached, if at all.

5.5. Adjudication - Property rights

- 5.5.1. The auction is won by the bidder who has submitted the highest bid, provided that the reserve price is reached.
- 5.5.2. CarYouNeed reserves the right to change the reserve price of the property at any time with the consent of the principal.
- 5.5.3. Although the agent, CarYouNeed undertakes to carry out the auction service as seriously as possible. It is reminded that the agent is not subject to any obligation of result of sale in any form whatsoever.
- 5.5.4. The overall time limit, but also the time remaining during the auction, is clearly indicated on the website.
- 5.5.5. The bidder becomes the provisional owner of the vehicle at the time of the auction, if no higher bid has been made by the time the overall auction time has expired.
- 5.5.6. After the auction, an invoice is issued by CarYouNeed on behalf of the principal in the name of the bidder who has become the buyer. In addition, a statement of account and an invoice for expenses are also sent to the buyer for payment.
- 5.5.7. The right of ownership is definitive and firm as soon as the invoice and the sales statement have been transmitted and accepted and paid by the bidder who has become the purchaser.
- 5.5.8. In case of cancellation of the sale within the 48 hour period, a right of acquisition is transmitted to the person who has transmitted the second highest bid. This second bidder then has a period of 48 hours to confirm or not his wish to acquire the item at the price indicated by this second bidder. If the second potential buyer does not confirm this option as well as the payment of his

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proposal within the 48 hours following the cancellation, the sale is then purely and simply cancelled.

5.6. Cancellation of the purchase by the bidder

- 5.6.1. The bidder cannot withdraw from an auction once the sale of an item has been assigned to him.
- 5.6.2. The bidder must pay the amount of the purchased vehicle within a maximum of 48 hours (working days) strict, from the moment the sale has been confirmed.
- 5.6.3. If payment is not made within the time limit indicated, the purchase will be automatically cancelled and confirmed with further costs to be borne by the bidder.
- 5.6.4. The costs charged to the bidder are 15% of the amount awarded.
- 5.6.5. Unless there is an irregularity on the part of the principal or erroneous data indicated by the principal, 7% of the compensation fees actually received as a result of the cancellation of the sale will be returned to the principal.

5.7. Cancellation of the contract by the principal

- 5.7.1. As soon as the principal enters into a contractual agreement with CarYouNeed for the auction of a vehicle, the principal undertakes not to sell the vehicle during the contractual period, which begins with the signing of the contract and continues until the end of the auction.
- 5.7.2. In the event of irregularities on the part of the Principal or the provision of incorrect data by the Principal, the Principal shall be liable to pay compensation to the Agent.
- 5.7.3. In case of non-compliance with this clause, the principal will have to pay 15% of the reserve price indicated on the mandate contract
- 5.7.4. In the event of additional damage, direct and indirect costs related to the auction process may also be required .

5.8. Terms of payment for the vehicle

- 5.8.1. The selling fee (or brokerage fee) is 10% and is divided equally between the principal and the purchaser, unless otherwise agreed in writing between the parties.
- 5.8.2. The buyer will have to pay the total amount including the auction price plus 5%.
- 5.8.3. When the sale is awarded, the (provisional) buyer will immediately receive a confirmation of provisional acquisition by e-mail.
- 5.8.4. An invoice in the name of the vehicle's principal as well as a bill of sale will be sent to him. The (provisional) buyer then has 48 hours (working hours) to make the payment.
- 5.8.5. In case of delay, the sale of the vehicle will be cancelled. (See 5.6.4.)

5.9. Settlement and fees

The client of the vehicle (i.e. the principal) has 48 hours (working hours) after receipt of the payment of the totality of the vehicle, to make the payment of the 5% commission to CarYouNeed.

5.10. Delivery and handover of the vehicle

- 5.10.1. Once the commission has been paid, CarYouNeed will forward the buyer's details to the principal so that they can arrange for delivery.
- 5.10.2. After receiving the payment, the principal has 72 hours to hand over the vehicle to the purchaser.

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6. Direct sales conditions

6.1. Obligation of the seller " Basic direct sales " formula

- 6.1.1. If the seller creates his own advertisement, all texts, pictures, videos and data transmitted to CarYouNeed must not infringe on any third party rights such as personality protection rights and intellectual property rights. The seller may only transmit data which he has created himself or whose use has been authorized by the rights holder.

6.2. Billing formula " Basic direct sales ".

- 6.2.1. By choosing the "Basic direct sales" formula, the seller commits to paying a subscription of 25 CHF automatically renewable every 14 days.
- 6.2.2. CarYouNeed reserves the right to change these rates, while giving the seller at least 14 days notice.
- 6.2.3. Payment is made by credit card or direct debit.
- 6.2.4. In case of non-payment within 48 hours of the payment deadline, the ad will be withdrawn.
- 6.2.5. CarYouNeed will charge the corresponding subscription fee for the next billing cycle, unless the seller cancels the subscription beforehand.
- 6.2.6. The seller may cancel his subscription at any time, however, he will not receive any refund for such cancellation. CarYouNeed reserves the right to suspend or delete any ads, the seller will not receive any refund.
- 6.2.7. CarYouNeed reserves the right to delete any advertisement if it does not respect the rules for putting it online.

6.3. Obligation of the seller "All inclusive direct sales" formula

- 6.3.1. Following the signature of the contract by the Seller, the latter undertakes to sell the vehicle(s) indicated only through the services of CarYouNeed and this until the end of the contract.
- 6.3.2. The seller agrees to the taking of pictures and videos of the vehicle as well as to their diffusion on CarYouNeed.ch but also on the pages of the social networks of CarYouNeed, unless otherwise mentioned on the contract.
- 6.3.3. Seller agrees to remove all online advertisements for the vehicle covered by this Agreement.

6.4. Vehicle exposure

If the seller chooses the "All inclusive direct sale" formula, CarYouNeed offers potential buyers the possibility of physically visiting the vehicle during the term of the contract, provided that this option has been agreed with the seller.

6.5. Cancellation of the contract by the seller " All inclusive direct sale "

- 6.5.1. As soon as the seller commits himself contractually to a sales process organized by CarYouNeed for a vehicle, the latter commits himself not to sell the vehicle during the

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contractual period which starts at the signing of the mandate contract and ends on the date fixed in the contract.

- 6.5.2. In case of irregularities or incorrect data provided by the seller, the seller is liable to pay compensation to the agent.
- 6.5.3. In case of non respect of this clause, the seller will have to pay 15% of the price indicated on the mandate contract.
- 6.5.4. In case of additional damage, direct and indirect costs related to the sales process may also be claimed.

6.6. Terms of payment of the vehicle "All inclusive direct sale" formula

- 6.6.1. The selling fee (or brokerage fee) is 5%.
- 6.6.2. An invoice in the name of the seller of the vehicle will be sent to the buyer. The buyer then has 48 hours (working hours) to make the payment.

6.7. Settlement and fees

- 6.7.1. The seller of the vehicle (i.e. the vendor) has 48 hours (working hours) after receipt of the payment of the totality of the vehicle, to make the payment of the 5% commission to CarYouNeed

6.8. Delivery and handover of the vehicle "All inclusive direct sale" formula

- 6.8.1. Once the commission has been paid, CarYouNeed will forward the buyer's details to the principal so that they can arrange for delivery.
- 6.8.2. After receiving the payment, the seller has 72 hours to deliver the vehicle to the buyer.

7. Applicable Law and Jurisdiction

In case of dispute, only the terms and conditions of sale written in French are valid.

All disputes in connection with the present sales conditions between CarYouNeed and a contracting party (current or former) are subject to Swiss law. In the event of a dispute, a mediation process will be initiated in order to attempt to settle the dispute.

The For is Nyon, Switzerland.

All parties confirm that they have read and accepted the present general conditions of sale.

So done at Arzier-le Muids on June 2, 2022