GENERAL TERMS AND CONDITIONS OF SALE

1. Preamble :

Michel Lecrombs SA, whose registered office is located at 6, rue André Feher, B-6900 AYE, offers a wide choice of new and used vehicles for sale on its website www.carsys.be.

The possibility to buy directly the vehicles offered on www.carsys.be or to participate in the auctions organised by Michel Lecrombs SA is only available to professionals in the sector and is governed by the following articles.

2. Definitions :

In these General Terms and Conditions, the following terms have the meanings given to them below.

T&C: The General Terms and Conditions of Use of the Website www.carsys.be
GTC: These General Terms and Conditions of Sale.
Fixed Price Sale: Sale offering Vehicles at a fixed price, defined by the Seller.
Auction: Sale during which You can bid on a Vehicle placed at auction.
Platform: The platform made available on the Website allowing, according to the user's profile, the purchase of a wide choice of new or used vehicles.
Website : The website www.carsys.be.
Vehicle: A vehicle owned by the Seller (or possibly on deposit/sale) and offered for sale on the Platform.
Seller: Michel Lecrombs SA.
You: The professional buyer who wishes to acquire a Vehicle at the proposed price or in the context of an auction.

3. Subject - Scope of application:

These GTC apply exclusively between the Seller and professional buyers wishing to acquire a new or used Vehicle via the Platform. They are therefore intended only to govern relations between the Seller and the professional buyer and not with consumers or non-professionals.

They apply in addition to the T&Cs that govern the use of the Website. In the event of any inconsistency, the parties agree that these GTC shall prevail.

The T&Cs are subject to change at any time, so the T&Cs applicable to a particular sale are those in effect on the day your order or auction is placed.

The T&Cs are accessible via the hypertext link at the bottom of each page of the Website. You are invited to read them, print them and keep a copy.

Placing an order via the Platform by clicking on the "BUY" icon or submitting an auction implies your full and unreserved acceptance of the GTC.

4. Conclusion of the sales contract:

4.1 Prior creation of a carsys.be account
To purchase a new or used Vehicle on the Platform, You must first register on the Website to create an account.

Registration on the Website is free of charge and without obligation.

The request for registration on the Website is made via an online form.

You must register on the Website by accurately completing the form provided and choosing an ID associated with a valid email address and password of your choice.

Once you have registered on the Website, you will receive a summary e-mail to the e-mail address provided.

You can only open one account in your name.

4.2 Ordering process
Purchasing a Vehicle via the Platform involves the following steps:

(i) Identification
First of all, as a professional buyer, in order to have access to our offers for professionals, you will have to identify yourself by entering your email and password. If You have not already done so, it will be necessary to open an account in accordance with the provisions of article 4.1 above.

You will then have access to the site after confirming your agreement to these T&Cs by checking the box "I have read the General Terms and Conditions of Sale, the General Terms and Conditions of Use of the site as well as the Confidentiality Charter/GDRP, and declare that I accept them without reservation".

(ii) Fixed Price Sale
If a Vehicle for Sale at a Fixed Price is suitable for You and You wish to purchase it, simply select this Vehicle and click on the "Direct Purchase" button. You will then be asked to confirm your purchase.

(iii) Auction sale
By bidding, You undertake to purchase the Vehicle if your bid is accepted at the end of the Sale Period.

(iv) Confirmation e-mail
You will receive a confirmation of your direct purchase or auction (if your bid is successful) by e-mail including details of your purchase.

The Seller reserves the right to refuse orders in the event of a breach of any of your obligations and, more generally, to refuse any order of an abnormal nature for any reason whatsoever.

You are therefore invited to ensure that the confirmation e-mail is received correctly and to contact the Seller in the event of any difficulty (see below, article 17).

(v) Sending of the invoice
If You purchase the Vehicle directly at the price offered on the Website or if your bid has been selected by the Seller, an invoice will be sent to You by e-mail. The Seller will only be bound to you as from the sending of the said invoice.

(vi) Payment
You must pay for the Vehicle within a maximum of seven (7) calendar days from receipt of the invoice referred to in point (v) above.

If the agreed price is not paid in full within the time limit, the Seller reserves the right to terminate the sale automatically, without judicial intervention, and to offer the Vehicle for sale and reservation again on the Platform or to continue the sale. The Seller invites You to carefully read Article 7 of these GTCs on this point.

(vii) Taking possession of the Vehicle
You undertake to take possession of the Vehicle within a maximum of fifteen (15) calendar days from the date of receipt of the invoice. Failing this, the penalty provided for in Article 12 may be applied.

5. Price :

The selling price of the Vehicle is:

• In the case of a Fixed Price purchase on the Website, the one indicated during the direct purchase and confirmed in the confirmation email;

• In the event of an Auction purchase, the price is the one You have offered and which has been accepted by the Seller at the end of the Sale Period. This price is confirmed in the confirmation email.

All prices are in euros and are exclusive of tax, unless otherwise indicated.

6. Methods of payment:

Payment is only made by bank transfer to the account indicated on the invoice.

Any other means of payment will be refused, except with the prior written consent of the Seller.

7. Payment terms:

As indicated in Article 4.2 (vi), payment must be made within a maximum of seven (7) calendar days of receipt of the invoice.

In the event of late payment, the Seller will send You an e-mail to ask You to regularize your situation within two (2) days.

In the absence of regularization within the said period, the Seller may, at its choice:

• Resolve the sale automatically, without legal intervention and at your own expense if You have not made payment within thirty (30) days following the sending of a formal notice to pay, sent by registered letter with acknowledgement of receipt. In this case, if You have paid part of the price, the Seller may keep the amount paid as compensation; or

• Continue the sale and demand payment of the price, including late payment penalties payable from the day following the date of payment on the invoice and equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points, as well as a flat-rate compensation for recovery costs in the amount of forty (40) euros without prejudice to the right to claim additional compensation, on justification, if the recovery costs exceed the amount of this flat-rate compensation. Late penalties and this lump sum are due without the need for a reminder.

8. Discount:

No discount will be granted in the event of early payment.

9. Retention of title :

The Vehicles remain the property of the Seller until full payment of the agreed price, in principal and accessory.

This provision does not derogate from the provisions relating to the transfer of risks, as they result from the Civil Code.

10. Guarantees :

No commercial warranty is offered by the Seller.

Since the buyer is an automobile professional (garage owner, dealer, professional dealer, car breaker, etc.), he is considered to have the necessary technical skills to detect any hidden defects. As such, it expressly accepts the exclusion of the warranty against hidden defects.

However, exceptionally, the Seller may take into consideration the remarks made by the Buyer concerning any defects found on the Vehicle, not reported in the expert report and/or photo report, within a maximum period of 48 hours from the date of receipt of the Vehicle.

11. Limitation of liability:

By express agreement between the Seller and the Professional Buyer, the Seller's liability under the sales contract is limited to the sale price paid for the purchase of the Vehicle.

In addition, the Seller's liability may only be engaged if a serious error is demonstrated on its part and, in this case, its liability shall be limited to the assumption of any direct damage, excluding any indirect or immaterial damage such as loss of profit, loss of market or customer, or other additional costs.

12. Penalty in the event of failure to take possession of the Vehicle:

As indicated in Article 4.2 (vii) and unless expressly agreed otherwise by the Seller or in cases of force majeure, You must take possession of the Vehicle within a maximum of fifteen (15) calendar days.

Failing this, a late payment penalty equal to fifty (50) euros per day of delay may be invoiced to you by the Seller, without prejudice to the Seller's right to seek legal action to resolve the sales contract to your exclusive disadvantage.

13. Returns :

No return of Vehicles will be accepted, except with the prior written consent of the Seller, on an exceptional basis. In this case, the Vehicle will only be refunded after it has been returned to the Seller's premises, with all the relevant documents. Reimbursement will be made at the strict purchase price (excluding all other costs such as transport, partial refurbishment, preparation of estimates, etc.) and provided that the Vehicle returns in the same condition, and at the same mileage, as when it left the Seller's premises.

14. Force majeure :

In the event of non-performance of any of the obligations of these GTCs, the party liable for this obligation shall not be considered to be in default or liable for compensation if the performance of the obligation has been rendered impossible by a case of force majeure understood as an external, unforeseeable and irresistible event, as defined by the case law.

Force majeure may not, however, be invoked to prevent or delay the performance of an obligation to pay in the long term.

The execution of the sales contract will be entirely suspended as soon as the case of force majeure occurs, if at least the obligation whose execution is prevented constitutes one of the significant obligations of the contract.

If the suspension of the sales contract lasts more than thirty (30) days, the contracting party of the party subject to force majeure shall be entitled to terminate the contract by notice delivered to that party by registered letter justifying the case of force majeure using official supporting documents, with acknowledgement of receipt.

15. Special conditions :

• Michel Lecrombs SA declines all responsibility for any damage (such as hail, storm, vandalism, etc.) that may occur to the Vehicle sold, from the 7th day after its invoicing.

• Unless otherwise requested by You, the Vehicle documents (invoice + registration documents) will either be given to the carrier or placed in the Vehicle's glove compartment. In the event of a request from You to send said documents by separate (secure) mail, a flat rate of 50 euros excluding VAT per shipment will be charged to You.

• Michel Lecrombs SA will systematically do its utmost to provide the Vehicle documents (invoice + documents required for registration) as soon as possible. However, it cannot be held liable for any delays caused by the authorities responsible for issuing such documents to the Seller.

• The Foreign Buyer undertakes to:

  • return the duly completed destination document to the Seller as soon as possible, as well as any other document proving the actual transfer of the Vehicle to its country (e.g. CMR stamped and signed.

  • comply with the VAT application legislation in force in his country

  • take charge of all tax, civil or criminal consequences resulting from the failure to compliance with VAT legislation.

16. General clauses :

The failure of You or the Seller to exercise or rely on any right or provision of these GTC shall not constitute a waiver of such right or provision.

The titles of the articles of the T&Cs are given for ease of reading and will have no legal effect.

Any clause of these GTCs that may be declared null and void pursuant to a law, regulation or final decision of a competent court shall be null and void without prejudice to the other contractual provisions or affecting the validity of the GTCs. In this case, if necessary, the parties will endeavour to find, in good faith, a substitution clause in accordance with the spirit of the annulled clause.

17. Applicable law and attribution of jurisdiction:

These GTC and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with Belgian law.

Any dispute arising from or in connection with the sale will be submitted exclusively to the Commercial Court of Marche-en-Famenne.

18. Relations with professional buyers:

For any information or question, the Website has a department in charge of relations with the buyer, which can be reached:

• By email to the following address: info@carsys.be

• By mail to the following address: Michel Lecrombs SA, 6 rue André Feher, B-6900 AYE

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