GENERAL TERMS OF USE FOR THE PLATFORM

I. General Provisions

Artikel 1 - Welcome to the BAS World Platform (Selling Platform)

1.1 These General Terms of Use for the Platform (the "Terms of Use") apply as of 5 February 2026 to any use of the (online) Selling Platform (including but not limited to. www.ims.basworld.com, www.sell.basworld.com en www.basworld.com). and all services performed by BAS World B.V. ("BAS World"). By using the Platform, the User agrees to these Terms of Use.

1.2 The Terms of Use consist of two chapters: (I) General Provisions and (II) Conditions for Placing Advertisements. In the event of conflict, Chapter II shall prevail.

1.3 BAS World may amend these Terms of Use at any time. The amended Terms become applicable once published on the Platform.

1.4 The applicability of any other terms and conditions used by Users is expressly rejected.

1.5 BAS World is not a party to agreements between Users regarding the purchase or sale of Vehicles. BAS World does not guarantee quality or conformity and provides no warranties. Disputes must be resolved between Users.

Article 2 – Definitions

2.1 The following definitions are used in these Terms of Use:

a) **Account:** a profile created by the User in the Platform;
b) **BAS World**: BAS World B.V., a private limited liability company incorporated under the laws of the Netherlands, having its registered office and principal place of business at (5466 AP) Veghel, the Netherlands, on the Mac. Arthurweg 2, registered with the Chamber of Commerce under number 17103220;
c) **Platform**: the (online) Selling Platform; including the website www.ims.basworld.com, www.sell.basworld.com and www.basworld.com, the application and any other application and/or website designed by or on behalf of BAS World on which Sellers offer Vehicles to other Users of the Platform;
d) **Terms of Use**: these general terms and conditions of use for the Platform;
e) **Advertisement**: an advertisement placed on the Platform by the Seller;
f) **Personal data**: any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly;
g) **Seller**: a third party who, in its professional capacity and business activities, owns and/or disposes of Vehicles and offers them for sale to other Users via the Platform;
h) **User**: any visitor to the Platform, including the Seller;
i) **Vehicle**: any tractor, truck, trailer and commercial vehicle used.

2.2 Except as otherwise provided in these Terms of Use or as required by context, the following shall apply in interpreting these Terms of Use: the singular also refers to the plural and vice versa.

Article 3 – Account

3.1 Seller unconditionally warrants that it meets the following requirements:
a) Seller must have an Account on the Platform;
b) Seller is acting in the course of his business activities or profession;
c) Seller must have a registration with the Chamber of Commerce or equivalent register in his place of establishment or incorporation; and
d) Seller must be reachable by email and phone.

3.2 To create an Account, all or part of the following information may be requested from Seller:
a) company name;
b) forename(s) and surname(s) of the company representative(s);
c) copy of the identity document of the registered representative(s) of the company;
d) email address;
e) telephone number;
f) password;
g) company website;
h) street and house number;
i) postcode and city;
j) country;
k) registration documents from the Chamber of Commerce or from an equivalent register; and
l) European VAT number (only if User has one).

3.3 If legal (information) obligations apply, the Seller must comply with them. Seller is obliged to provide information regarding its identification or additional (company or contact) information to BAS World without undue delay if BAS World is legally obliged to provide this information to a third party, for example due to tax legislation.

3.4 Seller is responsible for the accuracy of the information in the Account.

3.5 BAS World may, at any time and under any circumstances, take any measures it deems necessary, including but not limited to processing, blocking or deleting the request for or use of the Account or blocking the posting of Advertisements on the Platform, and BAS World may require that additional conditions be met, such as the provision of additional information by Seller, all at the discretion of BAS World.

3.6 Seller is solely responsible for the use of its username and password from the Account. BAS World advises the Seller to take a unique password and to keep this password safe and secret. It is not permitted to create and use an Account on the Platform with a temporary email address, also known as a disposable email address.

3.7 Seller is not entitled to allow others to use the Account. BAS World is not responsible for any unauthorized use of the Account from Seller.

3.8 When purchasing or selling a Vehicle, Users agree to make a purchase or sale in accordance with these Terms of Use. and all applicable laws and regulations.

3.9 BAS World is not liable for a late or unclear transfer of information or obvious clerical errors, regardless of who the information relates to or to whom it is provided.

Article 4 – The Platform

4.1 The Platform provides Sellers with the opportunity to offer a Vehicle to other Users of the Platform through the Platform and provides Users with the ability to search for Vehicles. On the Platform, the Seller may only use visual materials or images to which the Seller has a right to use. For the avoidance of doubt, images protected by third-party copyright, or other expressions that infringe the intellectual property rights of third parties, may not be used on the Platform.

4.2 Pursuant to these Terms of Use, BAS World grants the Seller a non-exclusive, non-transferable, limited license to use the Platform.

4.3 The use of the Platform is strictly personal, and the User may not share the Platform with a third party without the prior written consent of BAS World. User may not abuse the Platform in any way.

4.4 BAS World reserves the right to temporarily or permanently modify, suspend (e.g. for maintenance) or discontinue the Platform, or any service connected to it, with or without notice, without BAS World being liable to the User for such events.

Article 5 – Data protection

5.1 With regard to the processing of Personal Data via the Platform, BAS World is the controller. BAS World determines the purpose and means of the processing. The Platform of BAS World processes the Personal Data and the User is the data subject. BAS World will process Personal Data in accordance with applicable privacy laws and regulations. The Platform will only process Personal Data on behalf of, and in accordance with instructions and under the responsibility of, BAS World.

5.2 The privacy statement of BAS Group B.V. (https://basgroup.com/wp-content/uploads/2024/02/Privacy-Statement-BAS-Group-BV-2024.pdf), a private limited liability company, registered with the Chamber of Commerce under number 17120393 and parent company of BAS World, including possible future amendments, shall apply to the use of the Platform and all services performed by BAS World. Sellers and all other Users are required to abide by all principles and sections described in this Privacy Statement.

Article 6 – Intellectual Property

6.1 BAS World is the exclusive holder of all intellectual property rights relating to the Platform, including but not limited to the source codes, websites, portals, databases, as well as the trademarks, designs and copyrights relating to the graphical user interface. Except as otherwise expressly provided in these Terms of Use, no other rights or licenses with respect to intellectual property rights are granted or implied.

6.2 BAS World has taken technical and organizational measures to protect the Platform. User may not remove or circumvent such technical measures (or have them removed) on pain of immediate suspension of the use of the Platform and without prejudice to BAS World's right to claim full compensation.

6.3 The content of the Platform may never be copied, modified, reproduced or made public (with the exception of own Advertisements).

Article 7 – Prohibited uses of the Platform

7.1 It is not permitted to place Advertisements on the Platform via any automated system and/or any other means other than the 'Save and publish Advertisement' button on the Platform.

7.2 It is not permitted to place Advertisements on the Platform on behalf of or on behalf of third parties, except if and insofar as BAS World has given written permission for this.

Article 8 – Liability of BAS World (and its employees, affiliates, auxiliary persons, agents, etc.)

8.1 User expressly acknowledges and agrees that the use of the Platform is at User's own risk. To the extent permitted by applicable law, the Platform and services are provided "as is", with all faults and without warranty of any kind. BAS World hereby disclaims all warranties and conditions.

8.2 The User indemnifies BAS World against and fully indemnifies BAS World against all forms of liability against, claims or demands by another User and/or third parties and/or authorities with regard to the sale of a Vehicle, for whatever reason. This also includes all related costs, liabilities, claims, demands and/or (un)costs. Except in the case of intent or deliberate recklessness on the part of BAS World, BAS World is not liable to a User in this respect for any direct and/or indirect damage, including but not limited to damage as a result of:
(a) lack of representation;
(b) guaranteed implicity;
(c) condition or other provision;
d) processing of Personal Data;
e) breach of a User's obligation as a data controller towards another User;
(f) loss of profit;
g) indirect, special or consequential losses or damages (whether caused by the negligence of BAS World, its employees, agents or employees) otherwise), including loss of data, penalties and fines;
(h) interruption of production;
(i) interruption of business operations;
j) use or misuse of the Platform;
k) use or misuse of User's Account in connection with the use of the Platform;
l) not to provide the Platform;

regardless:
- whether this damage was foreseeable;
- whether or not the User was informed of the possibility of such damage;
- the legal theory (contract, tort or otherwise) on which the claim is based; and
- without prejudice to the failure of any agreed or other remedy to its essential purpose.

8.3 Without prejudice to the above, the total and cumulative liability of BAS World towards the User for any damage or loss shall never exceed than EUR 500 (in words: five hundred euros) per Account.

8.4 In the exceptional event that article 8.3 does not apply, BAS World's total liability to the User for any damage or loss shall be limited to the total amount that has been or should have been paid to BAS World for the services in question.

8.5 In the exceptional event that article 8.4 does not apply, BAS World's total liability to the User for any damage or loss shall be limited to the amount actually paid out by BAS World's insurer, plus the deductible applicable to BAS World.

8.6 The limitation of liability in this article 8 also applies to employees, affiliates, auxiliary persons and agents of BAS World. The aforementioned parties can independently derive rights from this article 8 and invoke these rights against the User. These rights apply as a *third-party beneficiary clause* under Dutch law. Articles 6:253 and 6:254 of the Dutch Civil Code apply.

Article 9 – Miscellaneous

9.1 If any provision of these Terms of Use is in conflict with a mandatory provision of Dutch law and/or a regulation, the conflicting provision of these Terms of Use will not apply and the Parties will agree on a new provision with the same or practically the same effect. The other provisions of these Terms of Use remain in full force and effect.

Article 10 – Contact information

10.1 If User has any questions about these Terms of Use, he or she may contact BAS World on:

BAS World B.V.
Mac Arthurweg 2;
5466 AP, Veghel;
Netherlands; or
Phone: +31 413 37 11 11; or
Contact page: https://www.basworld.com/contact-us

II. Conditions for placing advertisements

Article 11 – General rules for placing Advertisements on the Platform

11.1 The Seller is obliged to follow all instructions of BAS World when placing an Advertisement on the Platform.

11.2 All Advertisements are posted on the Platform.

11.3 The Seller guarantees BAS World that all Vehicles offered are:
a) of which the Seller is the rightful owner and has all original and authentic documents;
b) which are still for sale and available;
c) that are not encumbered with a right of pledge or any other limited right.

11.4 BAS World reserves the right to block certain Advertisements, Vehicles or images at any time and for any reason, especially in the event that an Advertisement offers a Vehicle that does not comply with these Terms of Use.

11.5 BAS World has the right, but in no way an obligation, to add information to a Seller's Advertisement or to modify the information provided. BAS World will always inform Seller of any such addition or change of information.

11.6 Vehicles that are sold must be removed from the Platform via the "take listing offline" > "permanently close listing" buttons.

11.7 Seller understands and acknowledges that:
a) BAS World intends to bring together supply and demand with respect to Vehicles through the Platform, with the aim of enabling Seller and a The other User enters into a direct purchase agreement with each other.
b) Seller uploads and provides descriptions and images of the Vehicle on the Platform and that Seller is solely responsible for the accuracy of the data contained in its Advertisement;
c) BAS World shall never be liable for damages suffered or costs incurred in connection with any mistake, error or misrepresentation in any information provided by Seller, nor shall BAS World be liable for damages or costs resulting from Seller's inability to sell the Vehicle at the asking price.

Article 12 – General rules for the content of Advertisements

12.1 When placing an Advertisement on the Platform, the Seller must observe the following general rules:
a) The Seller may only offer used Vehicles on the Platform. The Seller may therefore only offer Vehicles with either i) a production year of at least two (2) years before the date of placement of the Advertisement, or ii) a Vehicle with a mileage of >10,000 km and a production date of more than three (3) months before the placement of the Advertisement.
b) Seller may only upload and provide images and information that are current and accurately reflect the actual condition of the Vehicle. The Seller also warrants that all information uploaded and/or provided is complete, true and honest and that all information relating to defects and/or other circumstances that may adversely affect the value of the Vehicle has been disclosed.
c) The Seller may only offer one Vehicle per Advertisement.
d) The title and text of each Advertisement must clearly describe the specifications of the Vehicle.
e) The asking price of a Vehicle must be stated in the appropriate field excluding VAT, stating a price including VAT is not allowed.
f) Seller may not list one Vehicle in several Listings on the Platform at the same time.
g) Seller may not list one Vehicle on the Platform simultaneously from different Accounts.
h) Each Advertisement for a Vehicle must be placed in the correct (brand) category.

12.2 The following prohibitions apply to Ad Content:
a) The Seller may not place Advertisements on the Platform that display misleading and/or incorrect information.
b) The Seller may not only state a part of the desired asking price in the input field for the asking price of the Vehicle.
c) The Seller may not mention (brand) names and models in an Advertisement that are different from the Vehicle he actually offers. This means that a Seller may also not place text with an Advertisement that mentions all other (brand) names and models that he offers.
d) Seller may not offer Vehicles on the Platform for a lease price or rental price (per month).
e) Seller may not place discriminatory, pornographic, insulting, threatening, hateful or inflammatory content in its Advertisements.
f) Seller may not place Advertisements solely for the purpose of promoting a website, company and/or promotion other than the purpose of 'offering one Vehicle'.
g) Seller may not upload images that show anything other than the Vehicle and Seller may also not copy images without acknowledging sources.
h) The Seller may not include hyperlinks (to other websites) in the Advertisements that it places on the Platform.

Article 13 – Illegal Products and Vehicles

13.1 The Seller is not permitted to place Advertisements on the Platform in which products and services are offered of which the possession and/or trade is prohibited or unlawful in view of (inter)national legislation.