

GENERAL TERMS AND CONDITIONS OF SALES

(for professional buyers)

Effective March 1, 2020

ARTICLE 1. Scope

These General Terms and Conditions of Sales (hereinafter referred to as "GTCS") automatically apply without restriction or reservation to all sales of used vehicles (hereinafter referred to as "Vehicles") concluded by V.E.O. PRO company (VEHICULES EUROPEENS D'OCCASION A PROFESSIONNELS), limited liability company, located at 47 Rue de l'Arborescente - 85500 LES HERBIERS registered in the registry of commerce and companies of LA ROCHE SUR YON under the number 511 718 280 represented by M. Gérard CHABOT in his capacity as manager (hereinafter referred to as the "Seller") to any buyer acting for the purposes of his trading business in the automotive sector (hereinafter referred to as "the Buyer") via contact through its website <http://www.veo-pro.com>, by direct store contact or via any durable written medium (email or paper).

The Vehicles offered for sale, their main characteristics and in particular their specifications, illustrations and indications of dimensions or capacity, are presented on the website <http://www.veo-pro.com>.

The Buyer is required to refer to the description of each Vehicle presented on the website <http://www.veo-pro.com> in order to know its properties and essential particularities. Vehicle offers are subject to the limit of their availability as specified when placing the order.

The descriptions appearing in the Seller's catalogs, prospectuses and prices are given for information only and can be revised at any time. The Supplier is entitled to make any modifications considered useful.

These GTCS are systematically communicated to any Buyer prior to the immediate purchase or the placing of an order.

These GTCS may be subject to subsequent modifications, the version applicable to the Buyer is the one in effect at the time of placing the order.

Unless proven otherwise, the data recorded in the Seller's computer system constitutes proof of all transactions concluded with the Buyer.

The order validation by the Buyer constitutes acceptance without restriction or reservation of these GTCS.

The Buyer acknowledges having the capacity required to contract and acquire the Vehicles offered by the Seller.

Vehicles are offered for sale inside the following territories: European Union countries excluding Mediterranean islands (Corsica, Sardinia, Sicily, Malta, Crete, Balearic Islands), and Atlantic islands (Canary Islands, Azores, Madeira, Iceland)

The provisions of any general purchasing conditions of the Buyer which contradict, modify or supplement the provisions of these GTCS or specific conditions will only be enforceable against the Seller if they have been accepted by a written and express stipulation of the latter.

In accordance with the regulations in place, the Seller reserves the right to

derogate from certain clauses of these GTCS, based on negotiations with the Buyer, by establishing specific conditions of sale.

ARTICLE 2. Ordering process - Online booking

2.1. Order form - Except online booking

With the exception of online booking, any request for the sale of a Vehicle will result in the creation of an order form by the Seller sent to the Buyer.

The sale will only be considered final after the Seller has sent the order form dated and signed by the Buyer sent by email or post and after the Seller has received all of the deposit due by the Buyer, when appropriate.

It is the Buyer's responsibility to verify the accuracy of the order and to report any error to the Seller immediately.

The information communicated by the Buyer when placing the order (including name and delivery address) binds the latter. Therefore, the responsibility of the Seller cannot in any way be sought in the event that an error during the placing of the order prevents or delays the delivery of the Vehicles ordered.

Any modifications requested by the Buyer may only be taken into account, within the limits of the Seller's possibilities and at its sole discretion, if they are notified in writing (7) days at least before the scheduled date for the delivery of the Vehicles ordered, after signature by the Buyer of a specific order form and possible adjustment of the price.

2.2. Online booking

The Buyer can order and reserve a Vehicle on the website <http://www.veo-pro.com>, in the "Online booking" section.

This feature is only accessible to Buyers with a valid user account on the website <http://www.veo-pro.com>.

To place an order online, the Buyer must follow the purchase order process on the website.

The Buyer's attention is particularly drawn to the acceptance method of the order on the website.

The Buyer wishing to make the online booking of a Vehicle must fill in the information requested during the booking process and must pay the booking deposit in the amount of 300 euros including tax under the conditions provided for in article 5.3.

Pursuant to article 1127-2 of the Civil Code, the Buyer may preview his order, in the form of a summary displaying the total price of the Vehicle, the amount of the booking deposit and may modify his online shopping cart or delivery address before final confirmation of the order.

Validating the checkbox on the acknowledgment and acceptance of the general conditions of sales as well as submitting the form validate the order and are worth an "electronic signature". It is equivalent to a handwritten signature.

They constitute an irrevocable and unreserved acceptance of the order by the Buyer.

The sale will only be considered final by the Seller after he has received the entire booking deposit due by the Buyer.

Once the payment has been confirmed and successfully completed, the Buyer will receive his booking confirmation at the email address indicated when registering on the website <http://www.veo-pro.com>. The confirmation will specify the booking information:

- The vehicle number concerned by the booking;
- The make and model of the Vehicle concerned by the booking;
- The amount of the deposit paid;

As soon as a Vehicle is reserved and the payment of the deposit is confirmed, it is immediately made unavailable on the website <http://www.veo-pro.com>.

The information communicated by the Buyer when placing the order (including name and delivery address) binds the latter. Thus, the Seller's liability cannot in any way be sought in the event that an error during the placing of the order prevents or delays the delivery of the Vehicles ordered.

2.3. Refusal to sell

The Seller reserves the right to cancel or refuse any order from a Buyer with whom there is a dispute over payment of a previous order.

ARTICLE 3. Cancellation of order

In case of cancellation of the order by the Buyer after its acceptance by the Seller / after its acceptance by the Buyer in case of online booking and less than seven (7) days at least before the date scheduled for the delivery of the Vehicles ordered, for any reason whatsoever apart from the exercise of the right of withdrawal or force majeure, any deposit paid with the order, will be automatically acquired by the Seller and cannot give rise to any refund.

ARTICLE 4. Prices

The prices are indicated in euros inclusive of tax for passenger vehicles and in euros excluding taxes for utility vehicles. The prices are fixed and cannot be revised during their period of validity, as indicated by the Seller. The Seller reserves the right to modify its prices at any time, but the Vehicles will be invoiced on the basis of the prices in effect at the time the order is confirmed.

The prices do not include transport costs, possible customs costs and insurance which remains the responsibility of the Buyer.

Special pricing conditions may be applied depending on the specifics requested by the Buyer concerning, in particular, the delivery terms and times, or the terms and conditions of payment. A specific commercial offer will then be sent to the Buyer by the Seller.

The Buyer has the possibility of calling on a transporter, partner of the Seller, whose price list is accessible on the website <http://www.veo-pro.com>.

An invoice is established by the Seller in the forms provided for in article L.441-9 of the Commercial Code and given to the Buyer upon delivery of the Vehicles ordered.

ARTICLE 5. Payment conditions

5.1. Excluding online booking

Save as otherwise provided in the order form, the sale price is payable in full on the day of the order, net and without discount according to the following terms:

- by bank wire transfer payable to the Seller at the bank details of the latter as communicated beforehand;

The payments made by the Buyer will only be considered final after effective collection of the sums due by the Seller.

A deposit corresponding to a partial amount of the total purchase price of the above-mentioned Vehicles may be requested by the Seller when placing the order. In this case, the balance of the price is payable in full, on the day of delivery, under the conditions defined in article 6 "Deliveries" below.

In any case, the payments which are due to the Seller cannot be suspended, nor be subject to any reduction or compensation without written agreement from him.

5.2. Online booking

When reserving online, the Buyer is required to pay a booking deposit in the amount of 300 euros including tax as specified in article 2.2. of these GTCS. The amount of the deposit is payable in full on the day of online booking by credit card following the instructions provided during the online payment step.

The purchase price balance is payable in full, on the day of delivery, under the conditions defined in article 6 "Deliveries" below, net and without discount according to the following terms:

- by bank wire transfer payable to the Seller at the bank details of the latter as communicated beforehand;

Payments made by the Buyer will only be considered final only after effective collection of the sums due, by the Seller.

In any case, the payments which are due to the Seller cannot be suspended, nor be subject to any reduction or compensation without written agreement from him.

Payment for online booking is made using the third-party online payment platform MONETICO PAYMENT, which has a method of securing and encrypting bank data using the Secure Socket Layer ("SSL") protocol. The general conditions of use of MONETICO PAYMENT payment services are the ones that apply (they are accessible on the payment page).

In the event that the Buyer uses the bank details of a third party on the website <http://www.veo-pro.com>, he guarantees the Seller that he has the necessary rights to use the payment card which he is not the holder.

ARTICLE 6. Late payment - Late penalties - Fees

If payment is not received by the due date, penalties equal to the six-monthly key interest rate of the European Central Bank (ECB), in effect on January 1st or July 1st depending on the date of the order, increased by 10 points, will be applied from the day following the settlement date on the invoice. Late penalties are due by rights, without any reminder or formal notice being necessary.

Failure to pay will result in the immediate legal exigibility of payment of all sums due by the Buyer, without prejudice to any other action that the Seller is entitled to bring, as such, against the Buyer.

In application of the regulations in force, in the event of late payment, the Buyer will automatically be liable, in respect of the Seller, in addition to the late payment penalties provided above, a lump sum compensation for recovery costs of 40 euros. In addition, the Seller reserves the right to ask the Buyer, on supporting documents, for additional compensation if the recovery costs actually incurred exceed this lump sum.

In the absence of any payment on its due date, the Seller reserves the right to request the judicial resolution of the sale and this, within thirty (30) days following a formal notice sent to the Buyer by registered letter with acknowledgment of receipt, without prejudice to any other damages that may be requested in addition. It is specified that the formal notice mentions the application of this clause to produce all its effects.

In addition, the Seller reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the delivery of current orders made by the Buyer.

ARTICLE 7. Delivery

Vehicles acquired by the Buyer will be delivered to metropolitan France and to the other countries mentioned in article 1 hereof within a maximum period of forty-five (45) days from the receipt by the Seller of the order form or the online booking and accompanied by the amount of the deposit due on that date, if applicable.

This delay does not constitute a strict deadline and the Seller cannot be held liable towards the Buyer in the event of late delivery not exceeding fifteen (15) days from the scheduled delivery date.

In the event of delay greater than fifteen (15) days from the scheduled delivery date, the Buyer may request the automatic termination of the sale, without any special formalities. Any deposits already paid will then be returned by the Seller.

The Seller can under no circumstances be held liable in the event of delay or suspension of delivery attributable to the Buyer or in the event of force majeure.

At the Buyer's choice, delivery will be made either by notice of availability of the Vehicles ordered in the establishment designated by the Seller, or by delivery in the Seller's establishment to a shipper or a transporter chosen by the Buyer.

The shipper or carrier chosen by the Buyer will deliver the Vehicles to the Buyer's postal address as indicated when ordering or reserving online.

Unless otherwise specified in the special conditions, the Vehicles travel at the Buyer's own risk.

In the event of specific requests from the Buyer concerning the conditions of packaging or transport of the Vehicles ordered, duly accepted in writing by the Seller, the related costs will be the subject of additional specific invoicing.

The Buyer is required to check the apparent condition of the products upon delivery.

In the event of damage or partial loss noticed on arrival, it is up to the Buyer to make the necessary reserves and to notify them by registered letter with acknowledgment of receipt to the carrier within three (3) days of delivery in accordance with article L.133-3 of the commercial code.

In addition, in the absence of reserves or complaints expressly made in writing by the Buyer within eight (8) days following the delivery, the Vehicles delivered by the Seller will be deemed to comply in quantity and quality with the order.

No claim can be validly accepted in the event of non-compliance with these formalities by the Buyer.

The Seller will replace as soon as possible and at its expense, the Vehicles delivered whose lack of conformity has been duly proven by the Buyer.

ARTICLE 8. Right of retention

In accordance with articles 2286 and 1612 of the civil code, in the event of non-payment, in whole or in part, of the sale price of the Vehicles ordered, the Seller reserves the right to exercise its right of retention until full payment, on the administrative documents in its possession (accessories of the ordered Vehicles) and / or on the ordered Vehicles not yet delivered.

ARTICLE 9. Transfer of ownership - Transfer of risks

Regardless of the transfer of risks relating to the Vehicles, the transfer of ownership of the Vehicles sold to the Buyer will only be carried out after full payment of the price by the latter, regardless of the date of delivery of the Vehicles.

In case of non payment on its due date, the Seller may claim the Vehicles and cancel the sale, as specified in article 6.

The Buyer is committed until full payment of the price, under penalty of immediate claim of the Vehicles by the Seller, not to transform or incorporate the products, nor to resell or pledge them.

The transfer to the Buyer of the risk of loss and deterioration of the Vehicles will be carried out upon delivery of the Vehicles in accordance with article 7 of these GTCS, regardless of the transfer of ownership and whatever the date the order was placed or the payment was executed.

In the event of delivery by handing over the Vehicles to a shipper or a transporter, the Buyer acknowledges that it is the shipper or the transporter who is responsible for making the delivery, the Seller being deemed to have fulfilled its obligation of delivery as soon as he has delivered the Vehicles ordered to the shipper or to the transporter who has accepted them without reservation. The Buyer therefore has no warranty claim

against the Seller in the event of failure to deliver the Vehicles ordered or damage occurred during transport or unloading.

ARTICLE 10. Liability

10.1. Responsibility of the Buyer

The Buyer, as a professional reseller of the Vehicles ordered, must carefully and at his own risk check the accuracy and completeness of the information provided by the Seller on the Vehicles ordered. If the Buyer considers that the information provided is incomplete, contradictory or ambiguous, he must refrain from any order and / or online booking of the Vehicles. Therefore, the Buyer agrees not to engage the responsibility of the Seller for lack of information.

10.2. Responsibility of the Seller

The Seller's liability based on the warranty for hidden defects is excluded, the sale of Vehicles taking place between two professionals of the same specialty, which the Buyer hereby expressly recognizes.

ARTICLE 11. Right of withdrawal

The Buyer acting as a professional of the same specialty as the Seller, recognizes that article L.221-3 of the Consumer Code relating, among other things, to the right of withdrawal of certain professionals is not applicable to all sales of Vehicles, subject to these GTCS.

ARTICLE 12. Force majeure

The Parties cannot be held liable if the non-fulfilment or the delay in the performance of any of their obligations, as described herein, results from a case of force majeure, within the meaning of the article 1218 of the Civil Code as interpreted by the French courts.

By express agreement, constitutes a case of force majeure (non-exhaustive list): natural phenomena beyond the control of one or other of the Parties (drought, frost, hail, fire, flood, pandemic such as the Covid-19, ...).

The Party noting the event must immediately inform the other Party of its impossibility to perform its service and justify it to the latter. The suspension of obligations may in no case be a cause of liability for non-fulfilment of the obligation at issue, nor may it lead to the payment of damages or penalties for delay. The performance of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed sixty (60) days.

Consequently, as soon as the cause of the suspension of their reciprocal obligations has disappeared, the Parties will make every effort to resume as soon as possible the normal performance of their contractual obligations. To this end, the prevented Party will notify the other of the resumption of its obligation by registered letter with request for acknowledgment of receipt or any extrajudicial act.

If the impediment is definitive or exceeds sixty (60) days, the present will be purely and simply resolved as of right.

During this suspension, the Parties agree that the costs generated by the situation will be borne by the prevented party.

ARTICLE 13. General provisions

13.1. Nullity

The nullity of one of the stipulations of these GTCS will only result in its cancellation if the clause was considered to be substantial and decisive in the minds of the Parties. In the event of cancellation of one of the stipulations of these GTCS, considered to be non-substantial, the parties will endeavor to negotiate an economically equivalent clause.

13.2. Entirety

All the provisions of these GTCS supplemented by the particular conditions and any other document which would be accepted in writing by the Parties, constitute the entirety of the agreement reached between them.

These GTCS replace studies, offers, written or verbal proposals, which may have been made prior to its signature as well as any prior written or unwritten contract, concluded between the Parties and relating to the subject of these GTCS.

13.3. No waiver

The fact that one of the Parties does not exercise, on one or more occasions, the rights, options, claims or actions reserved for them by these GTCS, may not be interpreted as an abandonment or a refusal to exercise said right, to exercise said option, to formulate said claim or to exercise said action.

13.4. Election of domicile - Notifications

The Parties elect domicile, each as far as it is concerned, at the addresses indicated in the special conditions (quote / order form / online booking). Any modification of the addresses indicated must be notified by registered letter with acknowledgment of receipt to the other Party.

ARTICLE 14. Personal data

Personal data collected from Buyers is subject to computer processing by the Seller. They are saved in his customer file and are essential for the processing of their order. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept as long as necessary for the execution of orders and any applicable guarantees.

The data controller is the Seller. Access to personal data will be strictly limited to the employees of the data controller, authorized to process it because of their functions. The information collected may possibly be communicated to third parties linked to the company by contract for the execution of subcontracted tasks, without the authorization of the Buyer being necessary.

As part of the performance of their services, third parties have only limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Except in the cases stated above, the Seller refrains from selling, renting, assigning or giving access to third parties to the data without the Buyer's prior consent, unless he is forced to do so for a legitimate reason.

For more information relating to the protection of personal data, the Buyer is invited to consult the confidentiality policy available in article 10 of the

general conditions of use of the website accessible at the following address: <http://www.veo-pro.com>.

ARTICLE 15. Disputes - Applicable law

These GTCS are written in English and available in French and subject to French law. In the event of any dispute between the English and French versions of the GTCS, the latter shall prevail.

All the disputes to which the sales operations concluded in application of these GTCS could generate, concerning their validity, their interpretation, their execution, their termination, their consequences and their repercussions and which could not have been resolved amicably between the Seller and the Buyer will be subject to the competent courts of LA ROCHE-SUR-YON (85000).