

General Terms and Conditions

DAF Used Trucks

English version of these Terms & Conditions is legally binding.

1. General, Definitions.

These terms and conditions govern your access to, and use of, the Used Truck Platform. By accessing or using the Used Trucks Platform, you acknowledge to have read, understood, and agreed to be bound by these terms and conditions and to comply with all applicable laws and regulations (hereinafter: “General Terms”).

Unless the context provides otherwise, capitalised terms used in these General Terms shall have the following meanings:

1.1 *Account Owner*

The legal or natural person acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession, on whose request PFE created an account in relation to the Services and who is authorised by PFE. The Account Owners may assign roles and authorisations to Users in order to access and use the Services in accordance with these General Terms.

1.2 *PFE*

The provider of the Services and Used Trucks Platform: Paccar Financial Europe B.V., having its registered office at Hugo van der Goeslaan 1, 5643 TW, Eindhoven, The Netherlands.

1.3 *Used Trucks Platform*

The subscription management platform where Users who have been authorised by an Account Owner can log in to use Services and Optional Services can be purchased as a subscription.

1.4 *PACCAR*

PACCAR Inc., having its registered office at 777 106th Ave NE, 98004, Bellevue, Washington, United States of America.

1.5 *PACCAR Affiliates*

Any legal entity in which PACCAR holds, directly or indirectly, at least 50% of the shares or voting rights.

1.6 *Services*

The provision of access to, use of, all information, standard features and functionalities of the Used Trucks Platform, including bidding features, as well as any additional services and/or premium services as available, and content and software associated therewith.

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1.7 *Optional Services*

Additional, premium Services for which the Account Owner is charged additional fees, as specified in the Contract.

1.8 *User*

A natural person that either (i) accesses the Used Truck Platform without an account, or (ii) has been granted access to use the Services on behalf of an Account Owner and subject to the relevant Account Owner's authorisations. Users can be divided in various categories, that depending on their role, assigned by the Account Owner, have access to various Services. The Account Owner is considered to be a User as well if and to the extent it uses the Services.

1.9 *Seller*

The Account Owner on whose behalf a Listing is placed on the Used Trucks Platform, which also can be DAF Trucks N.V. or any PACCAR Affiliate (excluding PFE itself).

1.10 *Used Truck*

A truck, trailer and/or coach with an owner registration.

1.11 *Listing*

A public announcement on the Used Trucks Platform, placed by the Seller, indicating the Seller's intention to offer a Used Truck for sale, which includes all the required information pertaining to such Used Truck and information regarding the Seller, including contact details.

1.12 *Contract*

Any contract between an Account Owner and PFE regarding Optional Services.

2. Characteristics of the Used Trucks Platform

2.1 PFE, through the Services, promotes and facilitates the sale of second-hand vehicles. The Used Trucks Platform serves primarily as a communication tool via which Sellers publicly announce their Listings to potential buyers.

2.2 Registered Users may request information from Sellers via the Used Trucks Platform.

2.3 The Used Trucks Platform allows Users to submit a bid in response to a Listing that is offered in an auction. Any such bid shall be non-binding, in the sense that it does neither create an obligation to purchase on the User, nor an obligation on the Seller to sell, for such price unless the bid is above the reserved price. In that case the User is obligated to buy.

2.4 Sales transactions cannot be concluded on the Used Trucks Platform, but must be agreed separately between Seller and buyer in writing outside of the Used Trucks Platform.

2.5 PFE itself is not a party to any transactions entered into by Sellers in relation to a Listing on the Used Trucks Platform.

2.6 The Used Trucks Platform is publicly accessible without an account. However, to use the Services, and obtain extra information about a Used Truck or to place a bid, a User account is required.

2.7 PFE does not provide any warranty or guarantee in relation to (i) the quality, appearance or functioning of any Used Truck displayed on the Used Trucks Platform, (ii) the availability of the Used Trucks Platform, or (iii) the functionality of the Used Trucks Platform.

2.8 PFE shall not act as an agent for the Seller.

3. User Account

To place a Listing, the User must have a User account. The registration of an account is subject to the User completing the required information and PFE's confirmation of such registration. By registering and using your account, the User and Account Owner warrant that all the information and data provided is true,

complete and correct and that it has obtained the required authorisations by the Account Owner. By registering, the User and Account Owner further warrants that it:

- (a) is, or represents, a lawfully operating business entity and is not acting as a consumer;
- (b) is permitted to use the Used Trucks Platform;
- (c) any of its employees, officers, and/or agents accessing our Used Trucks Platform are duly authorized to do so and to legally bind the Account Owner via the User account that is created by the Account Owner.

4. Passwords & Account Access

4.1 Account Owner

If the Account Owner chooses to authorise Users, it will become the administrator of the User's account . The Account Owner can, under its sole responsibility, manage the rights of (dependent) Users.

To maintain control over the account and to prevent anyone from accessing the account, the Account Owner must neither reveal the password nor any other security details associated with the account to anyone. Account Owner is solely responsible for:

- User ID's, login credentials, passwords and other access and authorisation information not being disclosed to unauthorised persons;
- updating and maintaining the accuracy of the information Account Owner provides to PFE relating to the account;
- password security. PFE will support this by imposing password requirements, which PFE might change from time to time;
- (the prevention of) unauthorised access to connected networks or computer resources via the Used Truck Platform, whether belonging to PFE or third parties.

4.2 Caution when providing information

Users should be mindful of any communication requesting to submit credit card or other account information to other Users. Providing information in response to these (malicious) types of communications can result in identity theft or unauthorised access to the Services for which PFE will not accept any liability.

5. Entitlement to Services

5.1 Services

In addition to the basic functionality of the Used Trucks Platform, PFE offers Users (including Sellers) Optional Services, either on a subscription or a one-off basis. Optional Services cannot be purchased

without an account. For the availability and a comprehensive overview of the features and content of the premium Services, as well as details pertaining to the conclusion of a Contract, please contact the local Used Trucks Manager.

5.2 *Contract confirmation*

The Contract will only be considered to be concluded if in writing and electronically signed by PFE and the relevant Account Owner.

5.3 *Applicability of General Terms*

The applicability of any general terms and conditions of the User is expressly excluded. Any standard terms that will be added to or deviate from these General Terms, must be in writing, signed by PFE.

6. Requirements for Listings

6.1 Each Listing may only include information about one Used Truck.

6.2 A unique Used Truck may only be listed once on the Used Trucks Platform.

6.3 The Seller must complete all the required information, including a Used Truck's VIN and the Seller's company and contact details, in an accurate manner before placing a Listing.

6.4 A Listing may not contain any personal data relating to third parties or information which is or may be perceived illegal, unlawful or which may violate any third party's rights.

6.5 A Listing must have a clear title and description in accordance with the instructions on the Used Trucks Platform.

6.6 A Listing may not be used to promote any products or services other than the Used Truck.

7. Use of the Services

7.1 *Access to Services*

PFE grants Account Owners and Users access the Services on the basis of a limited, non-exclusive, non-transferable, non-sublicensable licence. Except for the foregoing limited licence, no right, title or interest

shall be transferred to Account Owner or User.

7.2 Optional Services

Account Owner authorises PFE to charge the agreed service fee in the Contract via the agreed payment method and to that extent Account Owner must provide PFE with all the information and authorisations required to effectuate payments.

7.3 As-is and as-available

PFE does not provide any guarantees or commitments about the reliability, availability, non-infringement or suitability for your needs of our Used Trucks Platform. The Used Trucks Platform is provided “as-is” and “as-available”.

7.4 No abuse of Services

User agrees not to: circumvent, remove, alter, deactivate, degrade or thwart any of the protections in the Services; use any robot, spider, scraper or other automated means to access the Service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Services; insert any code or product or manipulate the content of the Service in any way; or, use any data mining, data gathering or extraction method. In addition, User agrees not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware equipment associated with the Service, including any software viruses or any other computer code, files or programs.

User agrees not to: threaten, discriminate or harass others, infringe upon PFE’s or a third party’s intellectual property rights, use the Used Trucks Platform for the processing of infringing or otherwise unlawful content, impersonate official PFE or DAF dealers personnel or upload incorrect information.

7.5 Notification of illegal content in Listings

A User may report to PFE specific content on the Used Trucks Platform that it alleges is in violation of these General Terms or applicable law. Any such report must be sufficiently precise and adequately substantiated. The User must include a clear indication of the exact location of the content on the Used Trucks Platform.

7.6 Removal of User-submitted content

As part of its content moderation, PFE shall be allowed to remove, suspend or delete any part of the Service or any content uploaded by User at any time and at the sole discretion of PFE, subject to PFE providing a clear and specific statement of reasons to any affected User to the extent required under

applicable law.

7.7 *Software updates*

User acknowledges that the use of the Services may require third party software that is subject to third party licences. User agrees to automatically receive updated versions of the PFE and related third-party software.

7.8 *Technical modifications*

PFE shall be permitted to make appropriate technical modifications to the Used Trucks Platform or Services, at any time and at the sole discretion of PFE. PFE aims to do so with minimally adverse impact access to or use of the Used Trucks Platform.

8. **Content moderation**

To ensure that the Used Trucks Platform remains safe and clean, PFE uses human evaluation combined with automated systems to identify content that clearly violates the law and/or the General Terms. Other moderation may take place on the basis of User notifications.

9. **Billing Optional Services**

9.1 *Billing Cycle*

The agreed service fee in the Contract will be billed on a monthly basis per Optional Service on the calendar day corresponding to the commencement of the Contract.

9.2 *Payment Methods*

If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, PFE may suspend Users' access to the Services until PFE has obtained payment. Account Owner authorises PFE to continue billing, as it may be updated and Account Owner remains responsible for any uncollected service fee amounts. This may result in a change to the payment billing dates. For certain payment methods, the issuer of Account Owner's preferred payment method may charge a foreign transaction fee or other charges. Check with your payment service provider for details.

9.3 *Termination Contract*

Account Owner may terminate the Contract in accordance with the stipulations contained therein. In such a case the User will continue to have access to the Optional Services through the end of the valid Contract period. PFE does not provide refunds or credits for any partial-month Contract periods. To terminate Optional Services – including auto-renewals and/or retentions to such Optional Services – go to the Used

Truck Platform and follow the instructions for termination. The Account Owner's decision to terminate the Contract will not make the Account Owner eligible for any refund or credits in relation to the Services, explicitly also including refunds or credits for any partial-month Contract periods. The Account Owner's decision to suspend the Services will not affect any data collected by PFE prior to such termination.

9.4 *Termination of Services by PFE*

PFE may at any time, at its sole discretion, suspend, limit or cancel the provision of Services to a particular User, where such User has uploaded illegal content or otherwise has violated these General Terms. PFE will notify the Account Owner of any decision to suspend or terminate a access to or use of the Used Trucks Platform in accordance with applicable law.

If you fail to comply with these General Terms and/or cause damages and/or are engaged in illegal or fraudulent use of the Services, our decision to suspend or terminate your access to or use of the Used Trucks Platform will not affect PFE's entitlement to also seek compensation for damages.

9.5 *Changes to Services and fees*

PFE may change the Services and the price of the Services from time to time; however, any price changes or changes to our Services will apply no earlier than 30 days following PFE's email notice to Account Owner.

10. **Liability and indemnities**

10.1 PFE is not liable for any damage suffered by Users, directly or indirectly, related to the use of our Used Trucks Platform, regardless of the nature of the claim (i.e. tort, contract or otherwise).

1.2 Should the exclusion of liability as stipulated in Clause 7.1 not be permitted by any applicable and/or mandatory laws and regulations, PFE's liability shall be limited to the compensation of damages directly attributable to PFE and limited to a total amount of EUR 1,500. Notwithstanding the previous, PFE is never liable for: indirect damages, consequential damages, loss of profits, loss of data, costs of data repair, loss of savings, and damage due to business interruption or delays.

1.3 None of the exclusions or limitations stated in these General Terms shall apply to damages caused by willful misconduct or gross negligence (in Dutch: 'opzet of bewuste roekeloosheid') on PFE's part.

1.4 Account Owners and Users agree to indemnify and hold PFE, its suppliers and any PACCAR Affiliates, harmless from and against all third party liabilities, claims, damages and expenses (including reasonable attorney fees) arising from a breach of these General Terms.

11. Third Party services and content

11.1 In order to provide a better user experience of the Used Trucks Platform, PFE may require the use of third party technology components which may be subject to your agreement to terms and conditions supplied by these third parties. PFE strives to indicate the applicability of such additional terms and conditions where possible in a clear manner.

11.2 PFE may also display third party content via the Used Trucks Platform. That content is the sole responsibility and liability of the third party making it available to you. PFE does not make any warranties or representations with respect to the accuracy, veracity or legal status of such third party content and disclaim any liability in this regard to the maximum extent possible under applicable law.

11.3 Account Owners warrant that they (including their Users) will enable PFE to comply with our obligations under any applicable third party terms and conditions as and comply with any third party terms and conditions applicable to you directly.

12. Force Majeure

12.1 *Impediments*

PFE is not liable for a failure to perform any of this

Obligations in so far as it proves:

a. that the failure was due to an impediment beyond its control including any of her suppliers/third parties;

b. that it could not reasonably be expected to have taken into account the impediment and its effects upon its ability to perform at the time of acceptance of these General Terms;

12.2 *Examples*

Impediments beyond the control of PFE as referred to in Clause 12.1 of the General Terms, will be deemed to include the following (this enumeration is not exhaustive):

a. war, whether declared or not, civil war, riots and revolutions, civil commotion;

b. natural disasters such as violent storms, cyclones, earth quakes, tidal waves, floods,

destruction by lightning, thunderbolts, nuclear, chemical or biological contamination or sonic boom,

exceptionally bad weather conditions;

c. explosions, fires, destruction of equipment, and any kind of installations;

d. boycotts, strikes, lock-outs of all kinds, go-slows, occupation of factories and premises and work stoppages involving the workforce of the party seeking relief or of any other party;

e. breach of contract of suppliers;

f. shortages on the market of required materials or labour;

g. failure of a utility service, transport- , and/or (digital) electronic network;

i. acts of authority, whether lawful or unlawful, lack of authorisations, of licenses of entry or residence permit, or of approvals necessary for the performance of the Contract and to be issued by a public authority of any kind whatsoever in the country of the party seeking relief or in a country relevant to the execution of the Contract;

j. government measures (including those of foreign governments) such as bans on transports, imports, exports or production, non-compliance with any law or governmental order, rule, regulation or direction, or similar situations. This includes legal constraints, instructions or orders issued by governments or the judiciary relating to or in connection with:

- Measures – amongst which sanctions lists of international organisations - that in any way prescribe the adaptation of the Services, including other products and services, or prohibit the delivery of the aforementioned to certain jurisdictions, geographical areas, sectors or organisations;

- Regulations or similar legal instruments that require PFE to make modifications for a certain jurisdiction, geographical area, a specific sector or organisation to the PFE Device, hardware, software, network requirements or other supporting (IT-)assets or processes that are necessary for the execution of the Services, including the provision and delivery of other products and services;

k. pandemics or similar health care crises on a large scale.

In the event one of the above listed impediments will occur with one of PFE's suppliers or subcontractors and this is the reason why PFE cannot perform its obligations under the Contract, this will be deemed to be an impediment as referred to in article 12.1.a.

12.3 *Temporary relief*

A ground of relief under this clause relieves the party falling to perform from liability in damages, from penalties and other contractual sanctions, except from the duty to pay interest on money owing, as long as and to the extent that the ground subsists.

12.4 *Termination based on force majeure*

If the grounds of relief subsist for more than 7 working days, either party shall be entitled to terminate the Contract with notice.

13. **Data Protection**

In its [Privacy Statement](#), PFE explains how it processes personal data in the context of the Services.

14. Complaints

14.1 Should a User wish to complain about any decision by PFE related to the Used Trucks Platform, it may submit a complaint via Customer Support (see clause 16.9).

14.2 A User may submit a complaint about:

- a) decisions whether or not to remove or disable access to or restrict visibility of the information;
- b) decisions whether or not to suspend or terminate the provision of the Service, in whole or in part, to the User;
- c) decisions whether or not to suspend or terminate the User's account;
- d) decisions whether or not to suspend, terminate or otherwise restrict the ability to monetise information provided by the User.

14.3 A complaint may be filed within 6 (six) months after PFE has informed a User of the decision.

Complaints about a defect in the Services must be submitted no later than 2 months after the User has become aware of the alleged defect.

14.4 Complaints must be accurately described and well-substantiated. PFE shall handle complaints carefully and in a timely manner.

14.5 If there is no resolution of the complaint through our complaints procedure, the User has the option of submitting a complaint to the competent court in accordance with these General Terms or another body which is competent under statutory applicable law.

15. Ranking of Listings

There are various factors that affect the order in which or manner in which Listings are displayed on the Used Trucks Platform. The basic principle is that Listings are ranked according to when they are placed, but there are exceptions to this. If you change the specific parameters to narrow your search, Listings will be displayed in order of relevance in relation to your specific search query filters. Regardless of the foregoing, Listings placed under Optional Services will be displayed higher than regular Listings.

16. Miscellaneous

16.1 *Modification*

No modification of the Contract or these General Terms is valid unless agreed in writing.

16.2 *Entire Agreement*

These General Terms and as the case may be, the Contract, supersede and invalidate all other commitments, representations and warranties relating to the subject matter thereof which may have been made by the parties either orally or in writing prior to the commencement date of the Services, and which shall become null and void from the date of acceptance of these General Terms by User and/or Account Owner. Account Owner and Users warrant PFE that it has not relied on any such commitment, representation or warranty in entering into the Contract or start using the Services.

16.3 *Conflicting Clauses*

In case of conflict between these General Terms and the Contract, the Contract shall prevail.

16.4 *Partial nullity*

If any provision of these General Terms and/or the Contract is adjudged by any court or government agency to be invalid, void or unenforceable, such provision will be deemed deleted from the contract and the remaining provisions thereof will continue to be in full force and effect. In such a case, PFE and Account Owner shall make every effort to make a valid and enforceable contract in lieu of the ineffective provision, which will ensure the same or as much as possible approximate effect as the one which has become ineffective.

16.5 *Assignment*

Neither the rights nor the obligations of Account Owner or User under the Contract or these General Terms may be assigned, transferred or otherwise disposed of, in whole or part, without the prior written consent of PFE. PFE will be entitled to assign all or part of its rights and obligations under Contract or these General Terms. Any references to PFE will then include the assignee.

16.6 *B2B transaction*

Account Owner acknowledges and agrees that Account Owner has entered into the Contract or makes use of the Services in the ordinary course of his businesses. Account Owner represents and warrants to PFE that the products ordered under the Contract or use of the Services are not bought/used for personal, family or household use.

16.7 *Translations*

The English language version of these General Terms will be the authentic and binding version. Any translations of these General Terms made available will be free translations provided without any representation from PFE that the translation accurately reflects the authentic version.

16.8 *Third-Party applications*

User may encounter third party applications (including, without limitation, websites, widgets, software, or other software utilities) that interact with the Services. Use of these applications may be subject to third party terms of use or license terms.

16.9 *Customer Support and DSA point of contact*

To find more information about the Services and their features or if assistance is needed, Users can send an email to PFE.IT.UT@daftrucks.com or contact the local Used Truck Manager. The foregoing email address is also PFE's point of contact for any authorities involved in the supervision of the Regulation (EU) 2022/2065, and the European Board for Digital Services. In certain instances, PFE's customer support team may best be able to assist you by using a remote access support tool through which PFE has full access to User's computer. If User does not want PFE to have this access, User should not consent to support through the remote access tool, and PFE will assist you through other means. In the event of any conflict between these General Terms and information provided by PFE customer support team or other portions of website under the PFE's domain, these General Terms will control.

16.10 *Electronic Communications*

PFE will send information relating to your account (e.g. payment authorisations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only,

e.g. via the e-portal or via emails to the email address provided during registration. The content of these communications will be evidenced by means of the data stored on PFE's systems.

16.11 *Intellectual property rights*

All DAF's or PACCAR's intellectual property rights, including but not limited to any copyrights, trademarks, design rights, database rights and know-how, in connection with the Used Trucks Platform, including content not submitted by Users therein and the selection and arrangement thereof, are and shall remain the sole property of PFE and, if applicable, its licensors. These General Terms do not grant you any license or other right to use PFE's trademarks, logo's or designs, nor does PFE transfer any of our intellectual property to you.

17. **Governing Law**

The (use of and information about) Services, as well as these General Terms, shall be exclusively governed by and construed in accordance with the laws of The Netherlands, without giving effect to its conflict of laws provisions. The applicability of Section 6:227b(1) of the Dutch Civil Code is excluded between PFE and an Account Owner.

18. **Dispute resolution**

18.1 *Dutch courts*

Any dispute in connection with the Used Trucks Platform or a Contract that cannot be solved amicably or through the complaint handling mechanism shall be brought exclusively before the district court of Amsterdam, the Netherlands.

18.2 *Arbitration*

In the event the Dutch courts shall not have jurisdiction in accordance with article 18.1, all disputes arising in connection with the Contract, or further contracts resulting therefrom, shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam, The Netherlands. The arbitral procedure shall be conducted in the English language.

18.3 *Other courts*

Nothing in this article 18 shall limit (i) the right of PFE to initiate proceedings against the Account Owner or User in any civil law court of competent jurisdiction, whether concurrently or not, or (ii) your rights under Article 21 of Regulation (EU) 2022/2065 to bring a claim within the scope of that article before a certified out-of-court dispute settlement body.

19. **Changes to General Terms.**

PFE reserves the right to make changes to these General Terms at any time and without prior notice. Any changes to the General Terms shall enter into effect for all Users immediately upon posting the changes to our Used Trucks Platform or upon informing Account Owners and/or Users of the changes via other appropriate means. If you do not agree with the changes General Terms, you must discontinue your use of the Used Trucks Platform.

Lastly Updated: March 2024