# Online Auction: Terms and Conditions

Scania (Great Britain) Limited, registered in England and Wales with Company No: 00831017

## 1. Background and Interpretation

1.1 These Auction terms & conditions ("**Auction Terms**") are supplemental to our Terms of Website Use which can be found here: https://buy.scania.co.uk/en/termsofuse. ("**Website Terms & Conditions**").

1.2 Please read these Auction Terms carefully before placing any Bids or purchasing a Vehicle through our Auctions. These Auction Terms may change from time to time, so please check the latest version each time You participate in an Auction. We recommend that You keep a copy of these Auction Terms for future reference.

1.3 By placing a Bid, You confirm that You accept these Auction Terms and that You agree to comply with them, as updated from time to time.

1.4 In these Auction Terms the following terms have the following meanings:

"**Auction**" means a used vehicle auction operated by us on the Site;

"**Auction Period**" means: the period of time during which an Auction is open for Bidding, commencing on the advertised start time and ending on the advertised end time.

"**Bid**" means an offer to purchase a Lot at the price specified in the bid, and shall include proxy bids and "**Bidding**" shall be construed accordingly;

"**Bidder**" means a person placing a Bid in an Auction or making a Buy Now offer;

"**Business Day**" means 9am to 5.30pm on any day (not being a Saturday, Sunday, bank or public holiday in England);

"**Buy Now**" means a binding offer to purchase a Vehicle at the advertised Buy Now Price, plus VAT;

"**Buy Now Price**" means the predetermined price that a Bidder may purchase a Lot for;

"**Lot**" means the Vehicle or group of Vehicles that are being offered for sale by us as a single unit in an Auction;

"**Reserve**" means in relation to any Auction or Lot, the value set by us as the minimum price we will accept for the Lot;

"**Scania Dealer**" means a member of Scania's UK authorised network of dealers;

"**Site"** means the website https://buy.scania.co.uk;

"**Trade User**" means a trader registered on the Site as an Auction trader;

"**Vehicle**" means a vehicle detailed in a Lot;

"**we**" or "**Scania**" means: Scania (Great Britain) Limited (company number: 00831017), and "**us**" and "**our**" shall be construed accordingly; and

"**You**" means the Scania Dealer or Trade User participating in an Auction.

## 2. Use of Our Online Auction Facility

2.1 By using our online Auction facilities, You warrant and confirm that You:

(a) are a registered user of the Site; and
(b) shall only place Bids whilst acting in the course of business and not as a private consumer;
(c) will comply with any instructions or advice provided by us in relation to the operation of Auctions or use of the Site;
(c) are resident in the United Kingdom; and
(d) will act in a professional and ethical manner throughout any Auction process in which You participate and shall not attempt to disrupt any Auction,

manipulate the Bidding process, interfere with Bids placed by other parties, collude with other Bidders on the timing, level or number of Bids to be placed, or engage in fraudulent activity.

2.2 Any breach of clause 2.1 may result in immediate disqualification from all current and future Auctions and You shall indemnify us on demand against any losses, costs, expenses (including legal fees on a full indemnity basis), liabilities or claims suffered by us in connection with Your breach of the same.

2.3. The currency which applies to all Auctions is UK pounds sterling, unless the Site expressly specifies otherwise.

2.4 Where You have not made payment in accordance with these Auction Terms we may offer the relevant Lot for re-sale without notice to You. In such case, You agree to pay our standard admin fee for relisting Lots in force at the time. If You cause multiple Lots to be relisted, we may suspend or revoke Your membership and/or access to Auctions in our absolute discretion.

2.5 Our decision on all matters affecting an Auction shall be final and binding.

2.6 We cannot guarantee that the internet services will operate continuously or without interruptions and this could affect the conduct of an online Auction and a Bidder's ability to Bid online. We shall not be liable in any respect in the event of any dispute due to errors, omissions or disruptions to internet services or power failures or any other unforeseen circumstances which may occur during an Auction.

## 3. Auction Overview

3.1 Typically we operate two different types of Auction as follows:

"**Regular Auctions**" In a Regular Auction all Auction participants are aware of all Bids placed by other participants in the Auction during the Auction Period, and can raise their own Bids accordingly. We may set the level of the starting Bid and the minimum Bid increment prior to the start of the Auction Period. The current highest Bid, if any, will be shown within the Auction.

"**Blind Auctions**" In a Blind Auction Bidders will submit their Bids without knowledge of the Bids of other Auction participants, or the number of other Bids made within the Auction. We may set the level of the starting Bid and the minimum Bid increment prior to the start of the Auction Period. In the event of multiple Bids at the same level the Bid made first will be considered as the highest Bid. Where a Bidder places multiple Bids in a Blind Auction each Bid placed by the Bidder in that Blind Auction must be higher than any previous Bid placed by that Bidder in that Blind Auction.

3.2 Agile closing: A Regular Auction will be extended by 3 minutes if a Bid is placed within the last 2 minutes of the scheduled end time. This process will be repeated, for up to one hour after the original end time of the Auction, until no Bids are placed within the extension period. We reserve the right at any time to vary the way in which we operate agile closing.

3.3 Descriptions of all Vehicles available for sale by Auction, along with Vehicle images will be available on the Site prior to the start of the relevant Auction. All Vehicles will be sold on an as-is basis, with no warranty or guarantee of any kind.

3.4 You may preview the Lots we are advertising for sale by booking an in-person viewing appointment during our normal business hours up until 2 hours prior to the start of the relevant Auction. All viewing appointments must be booked at least 24 hours in advance. Taking part in a viewing appointment does not guarantee that a Lot will go to Auction.

3.5 You are solely responsible for determining the specification and model of any Vehicle purchased by Auction and its suitability for Your intended operation and/or use. You are also responsible for ensuring that You have appropriate licences in place for the intended operation of the Vehicles. Please contact us before placing a Bid to ask any questions You have about the Vehicle(s) You intend to purchase.

3.6 All Bids must be submitted electronically in the manner we prescribe and in accordance with our instructions. Bidders may submit Bids at any time during the Auction Period.

3.7 All Bids will be deemed to have been made net of any applicable VAT. Lots may be listed with a starting Bid, a Buy Now Price and a Bidding increment, or any of the same.

3.8 We may provide a proxy Bidding facility, whereby participants in an Auction can choose to set a maximum Bid per Lot, and we will automatically place Bids on their behalf up to their specified maximum Bid. Once given, an authority for Scania to operate proxy Bidding cannot be withdrawn, but the Bidder may adjust its maximum Bid per Lot (upwards only), including whilst an Auction is running. If multiple proxy Bidders have set the same maximum Bid, the first Bidder to set that maximum Bid will take precedence. Scania takes no responsibility for any errors or failure in executing proxy Bids, and proxy Bidding is operated at the Bidder's risk.

3.9 Once a Bid has been submitted (proxy or not), it cannot be withdrawn, deleted or cancelled. Participants should not place any Bids if they do not intend to be legally bound to purchase the Vehicle(s) within the Lot.

3.10 Bidders may Bid on one or multiple Lots, and may submit multiple Bids on a single Lot. The highest Bidder for a Lot at the end of the Auction Period will be deemed the winner of that Lot, and that Lot will be sold to that Bidder, subject to the Reserve set against that Lot having been met.

3.11 If the highest Bid for a Lot at the end of the Auction Period does not meet the Reserve the Lot may be withdrawn from the Auction or we may, at our discretion, contact the Bidder with the highest Bid and offer them the opportunity to make a best and final offer to purchase the relevant Lot. A Contract of Sale, in these circumstances, will be concluded when we accept Your best and final offer in writing.

3.12 Where we set a "starting Bid" for any Lot, any Bid for that Lot will be considered null and void unless it is equal to or above the value of that starting Bid.

3.13 We have the right to regulate the Bidding, including any incremental increases for Bids. Where we have set a minimum Bid increment for any Auction or Lot, each subsequent Bid made by each Bidder for the relevant Lot must exceed its last Bid for that Lot by the minimum Bid increment. We may, at our unfettered discretion, increase or decrease the amount of a minimum Bid increment during a live Auction. The then current minimum Bid increment will be visible in the Auction and will usually be displayed next to the field in which the Bidder enters its Bid.

3.14 All Lots will first be offered for sale by Auction to our Scania Dealers, in priority to any Auction open to Trade Users.

3.15 Without giving any reason and in our absolute discretion we may refuse to accept any Bid or regulate the Bidding as we see fit. We may remove, restrict or withdraw any Lot being offered for sale at any time before any Contract of Sale is concluded.

3.16 We, may at our discretion, operate a Buy Now facility allowing Bidders to purchase a Lot immediately at the Buy Now Price, bypassing the usual Bidding process. It provides an option for Bidders who are willing to pay the Buy Now Price to secure the Lot without waiting for the Auction to end. A Contract of Sale will be formed as soon as a Bidder has agreed to pay the Buy Now Price for a Lot at which time the Auction will automatically end, regardless of the advertised end time of the Auction Period. A Bidder that has agreed to pay the Buy Now Price will be treated as placing the winning Bid and will be considered the winning Bidder.

3.17 By placing a Bid at an Auction You confirm that You will comply with all applicable laws, regulations and best practice (including all export controls and sanctions of the country to which You export any Vehicle bought at an Auction).

## 4. Contract of Sale

4.1 At the expiry of the Auction Period, the current highest Bid for each Lot within that Auction shall be automatically accepted, providing the Lot's Reserve has been met or exceeded and subject to any Buy Now offers. Successful Bidders will be notified by email following the expiry of the Auction Period confirming they are the highest Bidder and that their Bid has been accepted, thereby forming a legally binding agreement "**Contract of Sale**". A Bidder is legally bound to purchase the relevant Lot at the Purchase Price or Buy Now Price, as applicable, once a Contract of Sale has been formed.

4.2 Once the Contract of Sale has been formed in accordance with clause 4.1

(a) You will receive an invoice for payment; and
(b) You become liable to pay the purchase price for the Lot You have agreed to purchase as stated in Your Bid or Buy Now offer, together with any applicable VAT (collectively the "**Purchase Price**") and any other fees due in respect of that Lot.

4.3 Where there has been a mistake in an Auction listing, we reserve the right to amend the listing, withdraw the affected Lot from sale, or, where applicable, to cancel a Contract of Sale. Where we cancel a Contract of Sale and You have already paid the Purchase Price, we shall refund the Purchase Price in full.

4.4 The images of Vehicles on our Site are for illustrative purposes only. Whilst we make every effort to display Vehicles accurately, we do not guarantee that the images of any Vehicle on the Site exactly reflect the actual appearance of that Vehicle. We will endeavor to ensure that any photographs, descriptions, specifications and advertising provided in respect of a Vehicle on the Site are accurate and up to date, but in some circumstances this information may be provided to show an illustrative example of the model generally and may not represent the chosen Vehicle.

4.5 The mileage on a Vehicle may differ slightly to that stated on the Site as a result of, for example, transport to a Scania Dealer to carry out pre delivery inspection works, refurbishments and/or delivery mileage.

4.6 No dimensions, weights, details, statements or other information as to capacity, output or power specified on the Site shall be treated as binding upon us unless otherwise agreed in writing.

## 5. Payment

5.1 Unless agreed otherwise in writing, the winning Bidder must make payment for the Vehicle(s) in cleared funds within 5 Business Days of the date of the Contract of Sale. Payment must be made in full and in the form specified by Scania. Scania may, subject to prior arrangement, accept payment from a duly appointed finance company, agreed in advance in writing, or under a binding and continuing stock funding arrangement/vehicle floorplan facility.

5.2 If we do not receive payment in full, and in cleared funds, by the due date for payment we may suspend the handover of the Vehicle(s) until we have received the outstanding amount in full.

5.3 If we do not receive payment in full, and in cleared funds, within 5 Business Days of the due date for payment we may, at our option:

(a) store the Vehicle(s) at our premises or transport it elsewhere and store it at Your risk until payment is made and charge You for the reasonable costs incurred (including storage, stocking charges and insurance); and
(b) cancel the Contract of Sale.

## 6. Collection and Delivery

6.1 The winning Bidder is responsible for arranging and paying for the delivery or collection of all Vehicles purchased via Auction. We may provide assistance with delivery upon request, but all costs associated with delivery will be the responsibility of the winning Bidder. Vehicles within a single Lot may be located across multiple sites. The Bidder is responsible for determining the location of each Vehicle and the delivery costs and arrangements, before placing a Bid or making a Buy Now offer.

6.2 We may require identity checks to be completed prior to handover of a Vehicle, in line with our internal policies, which may change over time. Please ensure that You bring the correct identification documents to Your collection appointment as we will not be able to hand the Vehicle(s) over to You without these.

6.3 Delivery of a Vehicle will be deemed to occur when the Vehicle's handover documentation is signed by You, or in the absence of handover documentation when (i) the Vehicle leaves our or our Scania Dealer's premises where the Vehicle has been collected by You or on Your behalf or (ii) the Vehicle is unloaded where the Vehicle has been delivered to You or Your nominated third party, by special arrangement.

6.4 We will do our best to have the Vehicle ready on time but sometimes delays are incurred, and we cannot promise to have the Vehicle ready at the allocated time. We shall not be liable for any failure to have a Vehicle ready for collection on time, howsoever caused, or any delivery delays. We will endeavour to keep You informed of any anticipated material delays in Vehicle handover. Time of delivery shall not be of the essence.

6.5 The actual collection (or by special arrangement delivery) date will be confirmed by us by email or telephone and may be subject to change.

6.6 If You fail to take delivery or arrange collection of a Vehicle we may:

(a) store the Vehicle at Your risk until actual collection/delivery and charge You for the reasonable costs incurred (including storage, stocking charges and insurance)(All such fees and costs to be discharged in full before handover of the Vehicle);
(b) if You do not take delivery within 10 Business Days of the agreed collection/delivery date, retain or resell the Vehicle, as we see fit acting as Your agent. (In the event of such sale, we shall be entitled to deduct and retain from the sale proceeds all storage, stocking & insurance costs, relist fees and any other outstanding sums owed to us by You, as well as our sale costs and we shall remit the balance (if any) to You); and/or
(c) terminate the Contract of Sale with immediate effect.

## 7. Completion Of Sale

7.1 Ownership of a Vehicle will pass to You once we have received full payment of the purchase price (and any other amounts due in respect of the Vehicle) in cleared funds.

7.2 Risk of damage to, or loss of, a Vehicle shall pass to You when:

(a) we notify You that the Vehicle is available for collection in the case of Vehicles which are to be delivered at our premises or the premises of a Scania Dealer; or

(b) in the case of a Vehicle we have agreed to deliver otherwise than at our premises or at a Scania Dealer, at the time of delivery to You (or any third party on Your behalf), or if You fail to take delivery of the Vehicle, the time when we tender delivery of the Vehicle.

## 8. Warranties and Liabilities

8.1 We make no representations or warranties of any kind, express or implied, with respect to the Vehicles sold through our Auctions. All Vehicles are sold on an as-is basis, and we are not responsible for any defects, faults or problems with the Vehicles.

8.2 You acknowledge and agree that it is fair and reasonable in all the circumstances for us to rely upon the restrictions, limitations and exclusions of our liability set out in this clause 8 and that Your use of our Site, Your Bidding and/or purchase of Lots is expressly on the basis that these Auction Terms have been read and understood by You. We recommend that You inspect any Vehicles prior to submitting a Bid to ascertain the condition of those Vehicle(s).

8.3 Any Vehicles marked as, or referred to as, a 'non-runner' are sold as seen and subject to any inherent faults which may or may not be listed in any Vehicle description or documentation. All non-runner Vehicles are purchased at the sole risk of the winning Bidder and we offer no warranty or representation whatsoever that such Vehicles are roadworthy, mechanically sound or are of a satisfactory quality.

8.4 Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

8.5 Except as provided in clauses 8.4 we shall not be liable for:

(a) any indirect, special or consequential loss or damage;

(b) any loss of profit, revenue or opportunity (whether considered to be a direct loss or otherwise);

(c) any loss of anticipated saving, bargain or loss or margin (whether considered to be a direct loss or otherwise); and

(d) Your liability to any third party arising out of or in connection with Your use of the Site or purchase of a Vehicle advertised for sale on the Site.

8.6 Subject to clauses 8.4 and 8.5 our aggregate liability to You in connection with any Contract of Sale shall be limited to the Purchase Price paid for the Vehicle and any additional products or services purchased as part of Your Contract of Sale.

8.7 Subject to clause 8.6, all conditions, warranties and stipulations implied by statute, custom or otherwise are hereby expressly excluded to the fullest extent permitted by law. Any defect in a Vehicle sold by us on the Site shall be subject to the standard terms of our warranty, if applicable.

8.8 Where You require vehicle modifications or conversion and You provide the specification or nominate the supplier of bodywork, equipment or other adaptations to a Vehicle then we shall not be liable for any issues arising from this, including Type Approval requirements, performance, delays or otherwise. We shall remain responsible for the aspects of Your Contract of Sale unaffected by such specification, modification or conversions in accordance with these Terms. For product performance or other issues arising from Your specification, modification or conversions we shall provide all reasonable assistance in pursuing warranties from suppliers, but this shall be the extent of our liability to You in respect of the same.

8.9 You will reimburse us for all costs, expenses, liabilities and losses that we incur as a result of Your use of the Site for any fraudulent or unlawful purposes.

## 9. Personal Data

9.1 We may collect data in connection with the operation of our Auctions and the sale of Vehicles, such data will be collected and processed in a lawful manner. We shall process such data in accordance with our privacy policy, the current version of which can be found at: https://www.scania.com/uk/en/home/admin/misc/privacy-statement.html ("**Privacy Policy**").

9.2. If You have access to or provide any data referred to in **clause 9.1** which may be personal data (as defined by GDPR) You warrant that You will comply with all laws, regulations or other legal requirements relevant to such personal data. You will ensure that You have obtained all requisite consents to the processing of such personal data and will indemnify us in full for all losses and costs arising from any breach of this clause and for any other unlawful transmission of data.

## 10. General Terms

10.1 We shall not be liable to You or be in breach (including in relation to any KPI, service credit requirement or similar) where we are prevented, hindered or delayed from performing any of our obligations under the Contract of Sale due to any cause beyond our reasonable control, including acts of God, labour disputes and labour shortages, blockade, war, riot, acts of terrorism, political disturbances, accidents, fire, natural causes and disasters, pandemics, lack of materials, components, or power, lack of, or disruption in or shortage of transport, machine or other breakdown in manufacture, and failure of manufacturer's suppliers to supply ("**Force Majeure Event**"). No payment of any amount payable to us shall be in any way excused or delayed due to the occurrence of a Force Majeure Event.

10.2 We shall use our reasonable endeavours to mitigate the effects of any Force Majeure Event and if our inability to perform our obligations under a Contract of Sale due to a Force Majeure Event continues for six months or more beyond the scheduled delivery date either party may give written notice without liability to terminate the affected Contract of Sale.

10.3 No person (other than You or us) has any right to enforce any of these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.4 In the event of any conflict or inconsistency between these Terms and the Website Terms & Conditions or Privacy Policy these Terms shall prevail.

10.5 Any provision of these Terms which is held by any competent authority to be invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.

10.6 Failure or delay by either party in enforcing or partially enforcing any provision of the Contract of Sale shall not be construed as a waiver of any of other rights under the Contract of Sale.

10.8 Any waiver of any provision of the Terms will be effective only if in writing and signed by the relevant party. Any waiver of any breach of contract shall not be construed as a waiver of any subsequent breach of the same or of any other provision.

10.9 You may not assign, subcontract, delegate or sub-licence the Contract of Sale or any of Your rights or obligations under it without our prior written consent. We may assign, transfer, novate, subcontract, delegate or sub-licence part or whole of a Contract of Sale (including all rights and obligations) to any of our group companies or a Scania Dealer.

10.10 We value and protect our brand, image and intellectual property. Nothing in these Terms or any supply to You grants any ownership or rights over such assets beyond any legal minimum rights essential to the enjoyment of the Contract of Sale.

10.11 We may at any time set off any liability of You to us against any liability of us to You, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under the Contract of Sale.

10.12 These Terms and the Contract of Sale constitute the entire agreement and understanding between You and us relating to the purchase of a Vehicle via Auction.

10.13 The validity, construction and performance of the Contract of Sale and these Terms shall be governed by English Law. You agree to submit to the exclusive jurisdiction of the English Courts.

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