

## General terms and conditions of use and sale of bidindustry.com online services

*Translated from the French version*

The present general conditions of use and sales (the "Conditions of use and sales") apply to the users as from their date of registration on bidindustry.com.

By using our Services, you accept all the present Conditions and you contract with the company Bid Industry SAS, 40 rue des Abbesses 75018 Paris, France (SAS with a capital of 1000€, company registration number: 922 240 106 R.C.S. Paris, VAT number: FR00922240106)

The company Bid Industry Sas operates the online service bidindustry.com

The present general conditions of use and sales (the "Conditions of Use and Sales") describe the conditions under which the company Bid Industry SAS offers access to its site, services, applications (particularly via mobile devices/tablets or any other future support) and have the purpose of determining the Conditions of Use and Sales of the site, of good conduct and of navigation on the site belonging to Bid Industry Sas

### § 1 General conditions of use and sales

- (1) Bid Industry is a marketplace that allows its users to offer, sell or buy practically anything they wish in the industrial field, in a variety of pricing formats and exchange locations, such as, among others, fixed price or "Auction" format bids from different locations.
- (2) Bid Industry does not hold any object put up for sale or sold on its site, and does not intervene in any way in the drafting of the ads nor in the transaction between the sellers and the buyers. The sales contract is concluded exclusively and directly between the seller and the buyer.
- (3) Bid Industry is not a public auction company
- (4) Users must subscribe to a monthly subscription in order to use Bid Industry's sales and purchase services.
- (5) Users can use Bid Industry to find offers and requests for used, new and parts machines and to publish offers and requests for used, new and parts machines. Users involved in trading machines on a commercial basis can also be listed in the user/address database of the online service for machine dealers.
- (6) These general terms and conditions of use and sale (Terms of Use and Sale) govern the legal relationship between Bid Industry and the users of the online service.

### § 2 Placement of advertisements

#### 1. Purpose of the service

Users (advertisers) can place ads for used, new and exhibition machines or for parts on Bid Industry. The users must subscribe to a monthly subscription in order to use the sales and purchase services of Bid Industry.

The ads are written in the language of the user. Some parts of the ads are translated by a machine into foreign languages insofar as the advertiser does not enter information in that language in the ad. Any liability of Bid Industry for translation errors and foreign language ads is excluded.

(3) Bid Industry Sas reserves the right to modify, complete or delete parts of pages or the entire service without prior notice, as well as to temporarily or permanently interrupt the publication.

(4) Purchase contracts that are initiated as a result of an advertisement/bid placed on Bid Industry are established without the legal involvement of Bid Industry Sas.

#### 2. Services provided by Bid Industry

(1) Bid Industry provides an entry form for the advertisements of auctions and fixed price sales of used, new and parts machines, the advertisements placed via the entry form are automatically activated and made available on the Internet for a period of 7 days. Advertisers can insert, add, modify and delete their ads themselves in the Bid Industry Sas database and in their account.

The advertisers can put forward their ads during 24 hours on the site and in particular:

- (a) Featured: for highlighting in search results.
- (b) Sponsor: To appear at the top of the search results in the chosen category.
- (c) No Reserve: Add a "No Reserve" banner in the search results.
- (d) Home page: Presentation of the ad on the home page.

(2) Bid Industry reserves the right to delay the activation for technical or other reasons.

(3) Bid Industry reserves the right to block the ads of advertisers who violate the provisions of these Terms of Use and Sales.

### 3. Advertisers' obligations

(1) Each user who publishes an ad on Bid Industry is responsible for the content of his or her ad and is responsible for the accuracy of the information provided in it. Bid Industry is not obliged to check whether the ads infringe the rights of third parties.

(2) The advertiser is obliged to explicitly indicate in the Bid Industry entry form whether it is a used, new or parts machine. New machines may not be listed in the used machine group.

(3) The content of the advertisement must be fully disclosed in the entry form. The advertiser is solely responsible for all information and content provided. Bid Industry Sas is not obliged to check orders and advertisements for infringement of third-party rights.

(4) The advertiser undertakes to provide truthful and legal information. The advertiser guarantees Bid Industry against the claims of third parties, of any nature whatsoever, attributable to the illicit or untrue nature of its advertisement or to any other violation of the rights of third parties. This obligation of indemnification also includes the assumption of responsibility for Bid Industry's legal defense costs such as court and lawyer's fees.

(5) The advertiser is obliged to provide only technical data relevant to the respective machines. The use of keywords or lists of keywords is not permitted. Fictitious values may not be used in fields intended to contain technical data.

(6) The advertiser is obliged to use only authentic pictures of machines of which he is the owner. The use of dummy images such as "insert photo" or the use of company logos instead of machine photos is not permitted. The use of catalog pictures of a machine, the copyright of which is held by a third party, is also prohibited.

(7) Only the machines concerned may be advertised in the advertisements. The placement of references to other products, e.g. consumable materials or similar items, is prohibited. The advertiser is solely responsible for uploaded or linked videos, e.g. YouTube, Vimeo.

(8) The advertiser is obliged to state his name and address when providing his contact information.

(9) The advertiser is obliged to indicate the exact location of the machine at the time of placing the advertisement.

(10) The advertiser is obliged to state whether he will take care of the dismantling and loading of the machine free of charge or at an additional cost or whether the buyer will have to do this personally.

(11) The advertiser is obliged to provide a valid e-mail address and accepts that this e-mail address will be used by Bid Industry for the notification of requests concerning the advertisements.

(12) When submitting machine offers, only specific offers can be entered. General ads such as "all kinds of XY machines" cannot be inserted. Bid Industry will only add offers for specific machines to the database, and only if a meaningful description is provided with the technical data of the machines concerned.

(13) Only one ad can be placed for each machine offered. The listing of the same machine in several categories or subcategories is not permitted.

(14) Advertisements may not contain telephone numbers, fax numbers, domain names or e-mail addresses, with the exception of the e-mail address in the field provided for this purpose in accordance with paragraph (3) above. Failure to comply with this stipulation will result in the deletion of the advertisement by Bid Industry and Bid Industry will not allow any further advertisements from the advertiser in the future.

(15) The content of the ads can be modified as long as there are no bids placed. Once a bid has been placed, the ad cannot be changed.

(16) The advertiser undertakes to remove his offer or request from the database independently and immediately if the advertised machine is no longer offered or sought.

### 4. Deletion and deactivation of ads

(1) Bid Industry reserves the right to refuse, modify or delete advertisements without reason. Bid Industry also reserves the right to permanently block the use of the online service by certain advertisers.

(2) The advertiser is solely responsible for the expenses incurred for the insertion and maintenance of the advertisements. This also applies if Bid Industry modifies, deletes or rejects ads.

(3) The advertiser can at any time delete his advertisement in his account except if this one has already an auction. In this case, he commits himself to sell the machine to the highest bidder.

## 5. Granting of the rights of use

(1) Advertisers grant Bid Industry Sas of the online service Bidindustry.com, Bid Industry Sas, a non-exclusive and unlimited right to use and exploit the placed/uploaded advertisements (including the photos and texts used) within the framework of the current and future offer of the online service in a comprehensive manner, also for commercial marketing purposes, with the placement/uploading of advertisements via the input form. The granting of rights includes, in particular, the possibility of integrating and using the content in online services and websites, both paid and free of charge, as well as in the publicly accessible Internet. In particular, Advertiser grants the following non-exclusive rights, without restriction of time or place:

(a) The right to reproduce and disseminate these contents and to make them accessible to the public, i.e. the right to reproduce and disseminate or publicly transmit the said contents in an unlimited manner, by any technical means, in particular by digital integration in the Bid Industry website.

(b) The right to edit, i.e. the right, while respecting the personal rights of the owner, to modify and edit the said content or to instruct a third party to do so, in particular for the purpose of including a watermark in the content to be displayed on the Bid Industry website, to translate the content or to modify the format to adapt it to the website.

(2) Advertisers grant Bid Industry Sas the right to edit the submitted content and publish it on the Internet, including on other platforms, for example in product comparison databases.

(3) Advertisers grant Bid Industry Sas the right to prosecute infringements committed by third parties on the ads displayed / uploaded on Bidindustry.com in their own name. The advertiser also assigns to Bid Industry Sas all claims for damages that he/she may have against third parties due to the fact that the advertisements displayed / downloaded on Bidindustry.com are taken over directly by Bidindustry.com and used elsewhere on the Internet without the consent of the advertiser and/or Bid Industry Sas.

(4) The advertiser confirms that he is the owner of the transferred rights and that it is possible for him to effectively issue said rights. The advertiser also confirms that this material is free of third party rights that could hinder the issuance of the contractually stipulated rights.

## 6. Duration of advertisements

(1) The advertisements will be published for a period of seven days.

(2) The advertisements are automatically deleted from the Bid Industry database within thirty days after the expiration of the advertising period. This is completely independent of the duration of the subscription.

## 7. Costs

Searching the database of machine offers is free of charge and commission-free.

(2) Users have to take out a monthly subscription in order to use Bid Industry's sales and purchasing services.

## 8. Restrictions on the sale of certain machines

(1) The advertiser is solely responsible for all information and content provided by him/her, especially regarding the non-compliance of machines. Bid Industry Sas is not responsible for errors concerning the restrictions concerning the sale of certain machines.

(2) The machines and production elements are sold generally in conformity with the technical provisions, as well as with the legal or French regulatory safety standards. This conformity is attested either by the Conformity Plate (machine put into service after January 15, 1981 - decrees 80-543 and 544) or the CE Plate (machine put into service after January 15, 1993 - decrees 93-40) if they have not undergone significant modifications of the safety devices.

(3) When the item offered for sale does not comply with the technical provisions, as well as with the legal or European regulatory safety standards, Buyers are reminded that the said item must imperatively be brought up to the aforementioned standards when installed and/or used after the sale. The Purchasers undertake to bring the equipment into conformity with the standards that will be applicable to them. The equipment is considered to be sold for parts.

(4) Non-hazardous and non-compliant machines are sold unfit for production. They may be sold as is: 1. to a natural or legal person who does not intend to use the equipment on French and European territory. It will be the responsibility of the Buyer to comply with the legislation of the country of use. 2. To a natural or legal person who is a reseller, recuperator, rebuilder, breaker, scrap metal dealer or collector who undertakes to bring the equipment up to standard, under his responsibility, prior to its possible transfer to an operating customer. 3. To any purchaser of spare

parts who acknowledges in writing that he is not handing over or transferring the equipment in operation.

(5) The machines recognized as dangerous (decrees of March 5 and June 24, 1993) and not in conformity may only be transferred to categories 1 and 2 of the preceding article. The Purchasers shall undertake in writing to comply with the above criteria.

### § 3 User accounts

#### 1. Purpose of the service

(1) Bid Industry Sas makes available on Bid Industry a database of addresses and ads. Registration and placement of advertisements is only possible for commercial entities. Private individuals may not advertise on Bid Industry.

(2) The advertiser's registration, the subscription to a monthly fee and the choice of an appropriate rate to place his ad on Bid Industry constitute a firm order. Bid Industry Sas can refuse to accept the order if it is not feasible for technical reasons, if it is totally or partially prohibited by applicable law or if it violates the common principles.

#### 2. Services provided by Bid Industry Sas

(1) The service of Bid Industry Sas consists of the provision of an input form for company profiles and machine advertisements in the form of auctions and/or immediate purchase, the activation of the information provided via the input form, as well as the provision of the advertisements in the databases of Bid Industry Sas for the period of 7 days.

(2) The ads are activated for 7 days, unless otherwise agreed. Bid Industry Sas reserves the right to delay the activation for technical or other reasons.

(3) In case of violation of these Terms of Use and Sales by the advertiser, Bid Industry Sas reserves the right to block the user account and the associated data/ads of the advertiser.

#### 3. Advertisers' obligations

(1) Complete information must be provided for the user account on Bid Industry. The advertiser is solely responsible for all information and content provided. Bid Industry Sas is not obliged to check whether the advertisements infringe the rights of third parties.

(2) The advertiser undertakes to provide truthful and legal information. The advertiser indemnifies Bid Industry Sas against third-party claims of any kind attributable to the illegality or untruthfulness of the advertisement or any other violation of third-party rights by the advertiser. This indemnification obligation also includes the assumption of Bid Industry Sas' legal defense costs, such as court and attorney fees.

#### 4. Deletion and deactivation of user accounts and ads

(1) Bid Industry Sas reserves the right to reject, modify or delete user accounts and advertisements on Bid Industry without reason. Bid Industry Sas also reserves the right to permanently exclude individual advertisers from using the online service. In particular, registrations will be rejected, not activated or deactivated if the advertisers are competitors of Bid Industry or harm Bid Industry Sas through their business practices. If payments have already been made, they will be reimbursed on a pro rata basis, if necessary.

(2) The advertiser is solely responsible for the expenses it incurs in connection with the insertion and maintenance of the ads. This also applies if Bid Industry Sas modifies, deletes or rejects ads.

(3) Advertisers can change the address they have indicated on their account free of charge and at any time.

#### 5. Duration of the monthly subscription and termination

(1) The duration of the monthly subscription is renewed for another thirty days at the current rates if the subscription is not terminated before the expiration of the subscription period on the user's account or in writing to Bid Industry Sas by email: [info@bidindustry.com](mailto:info@bidindustry.com).

(2) Tariff adjustments are only made when extending a subscription, but not within the current contractual cycles. Tariff adjustments will be indicated in due course on the users' account.

(3) The right of extraordinary termination for good cause remains unaffected.

(4) Terminations must be made on the user account before the expiration of the subscription term or in writing to Bid Industry Sas by email: [info@bidindustry.com](mailto:info@bidindustry.com).

#### 6. Terms of payment

(1) The current prices are applicable and can be consulted at any time in our prices.

(2) The payment for placing an ad on Bid Industry is invoiced in advance for the period of 7 days and must be paid by the advertiser to Bid Industry Sas immediately. If the invoice amount is not fully and unconditionally received by Bid Industry Sas immediately, the ads will be blocked and

not activated as long as the payment remains outstanding. The claim of Bid Industry Sas for damages and other rights against the advertiser remains unaffected. All prices for placing an ad are exclusive of the respective applicable legal VAT, except for buyers in France. Bid Industry SAS uses the reverse charge system for foreign buyers.

(3) The payment of the monthly subscription on Bid Industry is invoiced in advance for the period of 30 days and must be paid by the user to Bid Industry SAS immediately. If the amount of the invoice is not fully and unconditionally received by Bid Industry Sas immediately, access to the various features of the site will be blocked and not activated as long as the payment remains outstanding. All prices for the monthly subscription are exclusive of the respective applicable legal VAT, except for buyers in France. Bid Industry SAS uses the reverse charge system for foreign buyers.

(4) All prices in the advertisements are exclusive of the respective applicable legal VAT.

## 7. Auction, rules and procedure

(1) In order to participate in an auction, the company registered on the website acting as a buyer (hereinafter referred to as "the Buyer") must take out a monthly subscription, read and accept without reservation, these Terms of Use and Sales. Only persons with full legal capacity are authorized to register and participate in auctions. They are reserved for adults. The disclosure of registration identifiers to a third party is strictly forbidden and engages the sole responsibility of the Buyer.

(2) Bid Industry SAS excludes any responsibility as for the use of the website for any damage that comes from the possible impossibility to use the website linked to an internal dysfunction; the hacking of the system or of a buyer's account by a third party. See chapter § 4 Liability

(3) The Buyer has the possibility to bid for one or more machines on the website, the bidding step being fixed by the system. The bids placed on the website by the Buyer are irrevocable. Bids are placed free of charge and without VAT. Bids can be placed as static bids (the Buyer places a fixed bid per lot at the accepted bidding step) or as automatic bids (with the help of the automatic bidding agent, the Buyer defines the maximum price he is willing to pay for the lot. The bid will automatically increase to the higher amount of the current highest bid, however the maximum automatic bid may be eliminated if a static bid, higher or equal, is placed). Bids placed by the seller are not allowed. They can lead to the revocation of the user on Bid Industry and to the payment of indemnities.

(4) Dynamic closing of bids: Each time someone places a bid at the last minute of the auction, the closing time is postponed by 2 minutes.

(5) A dismantling and loading cost may be displayed on each listing and is therefore mandatory.

(6) The Final Buyer will be the person who has made the highest bid at the end of the sale provided it is equal to or higher than the reserve price. In the event that the reserve price has not been reached, no sale will be declared and the ad will be withdrawn. The sale involves a purchase contract between the buyer and the seller directly. The buyer agrees to buy the property from the seller at the sold price. The seller undertakes to sell the property to the buyer at the sold price.

(7) The terms of payment and collection are indicated on each listing. When a buyer commits to purchase an item on Bid Industry, whether by winning an auction, agreeing an offer with the seller or selecting Buy Now in an ad, he/she is required to finalize his/her purchase by sending full payment to the seller. Before committing to purchase, the buyer should keep in mind the following:

All terms and conditions that the seller has included in the listing, including shipping and delivery charges, apply.

By bidding on an item, he/she commits to purchase it and bids cannot be retracted

The non-payment of objects constitutes a violation of the present Terms of Use and Sales and Bid Industry SAS will suspend the account of the buyer without refund of the subscription. Sellers can cancel an order if the buyer has not paid within the time limit. Sellers must not use the reason "Buyer has not paid" to cancel an order when the buyer has paid.

(8) Before, during and after the auction, the buyer and the seller have the possibility to communicate with each other via the instant messaging system of their Bid Industry account (chat) or by phone and email (information available on the advertiser's page. Bid Industry SAS is not responsible for the indications, messages and information of the instant messaging. Bid Industry SAS invites and advises all buyers and sellers to communicate with each other before, during and after the sale. Never send money or machines if you have any doubt about the origin or the user. Always prefer hand delivery, payment after receiving an invoice.

(9) After the sale is completed and the item is picked up, both buyer and seller have the opportunity to leave a comment and a rating. Buyers may not use the threat of negative reviews or low detailed review scores to obtain something that was not part of the original listing. Similarly, sellers cannot claim positive reviews from buyers. Members may not trade reviews for the sole purpose of increasing their review score or improving their reputation on the site. Nor may they influence another member's review by making a series of repeat purchases or leaving negative reviews with a positive rating. Sellers may not include conditions in a listing that limit the buyer's ability to leave a review. Reviews may not be abused. Review comments must match the positive or negative ratings given in the buyer and seller reviews. For example, you cannot leave a negative comment with a positive rating. Bid Industry SAS reserves the right to modify, cancel or delete a review if it violates the rules of these Terms of Use and Sales.

#### § 4 Responsibility

(1) Bid Industry Sas assumes unlimited liability in the event that the damage is caused by an intentional fault or gross negligence of Bid Industry Sas. In the event of a slightly negligent violation of material obligations that jeopardize the purpose of the contract, or in the event of a violation of obligations whose observance primarily enables the proper execution of the contract and on whose observance the user regularly relies, Bid Industry Sas is only liable for foreseeable and typical contractual damages. Bid Industry Sas is not responsible for the violation of other obligations not mentioned in the previous provisions, due to slight negligence. As far as commercial entities are concerned, the responsibility of Bid Industry Sas is totally excluded in case of violation by light negligence of insignificant contractual obligations. The above limitations do not apply to injury to life, limb and health as well as to deficiencies fraudulently concealed by Bid Industry Sas. Any liability under the Product Liability Act remains unaffected. Where the liability of Bid Industry Sas is excluded or limited by the above provisions, this also applies to the personal liability of employees, representatives and agents of Bid Industry Sas.

(2) Bid Industry Sas is neither a public auction company, nor an agent, nor a broker, nor a trader, but only provides an advertising database for buyers and sellers.

(3) Bid Industry Sas does not guarantee the topicality, accuracy, completeness or quality of the information provided in the advertisements. Bid Industry Sas does not verify the content of the information published by users. The responsibility of Bid Industry Sas for the content of the information provided by the users is excluded.

(4) The liability of Bid Industry Sas is excluded for damages resulting from the fact that ads are not published or are published in an abbreviated or falsified form.

(5) All offers of information are without obligation. Bid Industry Sas is not responsible for errors or omissions and reserves the right to change the online services without prior notice. Bid Industry Sas assumes no responsibility for the suitability of the product for sale or other purposes.

(6) Bid Industry Sas is not responsible for errors in the transmission of inquiries.

(7) Bid Industry Sas is not responsible for technical disturbances in the functioning of the web pages of the online services. In particular, Bid Industry Sas is not liable for the information not being provided uninterruptedly or not being free of errors.

(8) Bid Industry Sas is not responsible for links whose creator is not Bid Industry Sas. Bid Industry Sas is not responsible for the contents of the websites of its official partners/advertising partners. Bid Industry Sas is not a party to the legal relations between users and partners/advertising partners.

#### § 5 Intellectual property

(1) The rights of users to the intellectual property of Bid Industry Sas are excluded.

(2) The further processing and use of advertisements on the web pages of Bid Industry Sas' online services in media of any kind by third parties requires the prior written consent of Bid Industry Sas.

(3) Bid Industry Sas retains the copyrights on the graphics, audio and video clips, texts and other objects published and created by Bid Industry Sas. The reproduction of these objects in other electronic or printed publications is subject to the prior written authorization of Bid Industry Sas.

(4) All trademarks and registered trademarks named on Bid Industry Sas' online services and potentially protected by third parties are subject in their entirety to the provisions of applicable trademark law and the rights of the respective owners. The mere mention of a name does not imply that no third party rights are affected.

## § 6 Place of performance

(1) From a technical and legal point of view, the services provided by Bid Industry Sas are executed in Paris, France. With respect to contractual, legal and liability rights related to the place of performance, all other places where Bid Industry Sas' online services are accessible are ignored.

(2) Bid Industry Sas does not guarantee that the content of the online services complies with the legal provisions of the country in which the data is accessible.

## § 7 Changes to the Terms of Use and Sales

(1) The general terms and conditions may be modified if this is necessary to take into account developments that were not foreseeable at the time of the conclusion of the contract, that Bid Industry Sas did not initiate and is not in a position to influence, and whose disregard would disturb the balance of the contractual relationship in a non-negligible way, and if, in so doing, the main rules of the contractual relationship remain unchanged. The main rules are those concerning the type and scope of the contractually agreed services and the duration, including the rules for termination. In addition, the general terms and conditions may be adapted insofar as this is necessary to eliminate significant difficulties in the execution of the contract due to regulatory gaps arising after the conclusion of the contract. This may be the case, for example, if the case law on the effectiveness of the provisions of these General Terms and Conditions changes, if one or more provisions of these General Terms and Conditions are declared ineffective by the case law, or if a change in the law leads to the ineffectiveness of one or more provisions of these General Terms and Conditions.

(2) Amendments to the General Terms and Conditions in accordance with clause 1 shall be communicated to the customer in writing at least six weeks prior to the intended effective date. If the changes are not exclusively in the customer's favor, the customer shall be entitled to terminate the contract in writing (e.g., by letter or e-mail) without observing a period of notice until the changes come into effect. The customer shall be expressly informed of this in the notice of change.

## § 8 Final provisions

(1) The present Terms of Use and Sales and the legal relations between Bid Industry Sas and the user are exclusively subject to French law, excluding the CISG.

(2) For all disputes arising from the legal relations between Bid Industry Sas and the users and their treatment, and in particular disputes arising from the present Conditions of Use and Sales, the exclusive place of jurisdiction is the courts of Paris, France.

(3) There are no oral side agreements. Modifications and additions to the present Terms of Use and Sales and the legal relationship between Bid Industry Sas and the user must be made in writing. This also applies to the modification, addition or revocation of the written form clause itself.

(4) If one of the provisions of these Terms of Use and Sales is or becomes invalid, the validity of the other provisions of these Terms of Use and Sales is not affected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision. The same shall apply to gaps or omissions in these Terms of Use and Sales.

(5) In any case, these Terms and Conditions of Use and Sale cannot be deviated from. In the event that Buyer and Seller make any general or specific reservations that deviate from these Terms and Conditions, such reservations shall be deemed void.

(6) Only the version of the Terms of Use and Sales written in the French language shall govern contracts, purchases and sales; any translation is only indicative. In case of contradiction between a translation and the French text, the latter shall prevail.

(7) The place of performance is Paris.

(8) For any dispute, jurisdiction is expressly granted to the Courts of Paris.

(9) For any dispute concerning the present contract, in particular its interpretation or execution, and in particular the conclusion and execution of the contract, only French law is applicable.

**Fait à Paris, France le 10 Janvier 2023.**