General Auction Terms and Conditions Noble Automotive Auctions B.V.

Version 3.0 – effective date [date] – filed with the Dutch Chamber of Commerce under number [number]. This is a translation of the Dutch "Algemene Veilingvoorwaarden"; in case of discrepancy, article 17.6 applies.

Part A – Platform, participation and bidding procedure

Article 1 – Definitions, parties and order of precedence

1.1 In these General Auction Terms and Conditions ("Terms") the following capitalised terms, in singular or plural, have the meaning set out below:

- **Noble**: Noble Automotive Auctions B.V., having its registered office at Molenstraat 60, 5056 JD Berkel-Enschot, the Netherlands, Chamber of Commerce no. [number], VAT no. [number], e-mail [address], telephone [number].
- **Platform**: Noble's website and application on which Lots are presented and Bids are placed.
- **Auction**: the public sale by ascending bids of Lots organised by Noble, consisting of an online bidding phase and a live bidding phase conducted by the Auctioneer in the presence of the Bailiff, as described in article 5 and the Bidding Rules.
- **Auction Day**: the day on which the live bidding phase takes place, in principle every Thursday from 18:00 Dutch time.
- **Auctioneer**: the natural person appointed by Noble who conducts the live bidding phase and knocks down Lots.
- **Bailiff**: the court bailiff (gerechtsdeurwaarder) or civil-law notary in whose presence the Auction takes place and who records the Award.
- **Lot**: the vehicle, together with the parts, keys and documents stated in the Lot Information, auctioned as a single unit.
- **Lot Information**: all information provided by or on behalf of the Seller and published on the lot page concerning the Lot, the Seller, the price composition, the collection location and any applicable special arrangements.
- **Special Auction Conditions**: additional or deviating conditions that Noble publishes for a specific Auction or Lot before the bidding phase begins.
- **Bidding Rules**: the rules established by Noble on bid increments, extensions, automatic bidding, correction of bids and malfunctions, which form part of these Terms as Annex 1.

- **Consignment Terms**: the Consignment and Seller Terms applicable between Noble and the Seller.
- **User**: any natural or legal person holding an account on the Platform.
- **Bidder**: the User who places a Bid, online or in the auction room.
- **Bid**: the irrevocable offer of a Bidder to purchase the Lot for the amount bid, plus the Buyer's Premium and the mandatory costs stated in the Lot Information.
- **Award**: the acceptance of the highest valid Bid by the Auctioneer on behalf of the Seller by the fall of the hammer, recorded by the Bailiff; the Purchase Agreement is concluded upon the Award.
- **Buyer**: the Bidder to whom the Lot has been awarded.
- **Seller**: the User who consigns a Lot for auction and concludes the Purchase Agreement with the Buyer.
- **Purchase Agreement**: the agreement of sale concerning the Lot between Seller and Buyer.
- **Purchase Price**: the amount of the awarded Bid.
- **Buyer's Premium**: the fee owed by the Buyer to Noble under article 8.
- **Deposit**: the amount a Bidder lodges with Noble under article 4.
- **Trader**: a User acting in the course of a profession or business, or who is deemed a Trader under article 22.3.
- **Consumer**: a natural person acting for purposes outside his trade, business, craft or profession.
- **Private Seller**: a Seller who is a Consumer.
- **Payment Provider**: the licensed payment service provider engaged by Noble through which the Buyer's Premium and the Deposit are paid.
- **Business Day**: Monday to Friday, excluding Dutch public holidays.
- **In Writing**: by letter, by e-mail or by message via the account on the Platform.

1.2 Noble operates the Platform and organises the Auction. Noble acts as intermediary in the conclusion of the Purchase Agreement and does so under a limited power of attorney granted by the Seller (article 20). Noble is not a party to the Purchase Agreement and is not the seller of the Lot, unless the Lot Information expressly states otherwise.

1.3 These Terms apply to every User, to every use of the Platform and to every Auction. The Consignment Terms apply in addition to the Seller. The Bidding Rules form part of these Terms.

1.4 Whether a User is a Consumer or a Trader is determined by his actual capacity in the transaction concerned, not by the account type selected.

1.5 In the event of conflict between the applicable documents, the following order of precedence applies: (a) mandatory law; (b) Special Auction Conditions; (c) Lot Information; (d) the Bidding Rules; (e) these Terms; (f) the Consignment Terms, solely in the relationship between Noble and the Seller. A lower-ranking document cannot amend a higher-ranking document to the detriment of a Consumer.

1.6 If any provision of these Terms is void or is annulled, the remaining provisions remain in force. The parties shall replace the affected provision with a valid provision that approximates its purpose and intent as closely as possible.

Article 2 – Role of Noble and transparency

2.1 Noble presents each Lot with Lot Information containing at least: (a) as the first statement: whether the Seller is a Trader or a Private Seller; (b) in the case of a Trader: its name, address, Chamber of Commerce number and, where applicable, VAT number, together with its declaration that the Lot complies with applicable law; (c) the statement "Noble is not the seller of this vehicle"; (d) the essential characteristics of the vehicle and the known defects in accordance with article 14; (e) the complete price composition: Buyer's Premium, VAT thereon, other mandatory costs and, for Lots with an export price, the full price alongside the export price; (f) the collection location and the estimated cost of return transport; (g) the auction format (with or without reserve price); (h) whether the statutory right of withdrawal applies; (i) the applicable Special Auction Conditions.

2.2 For a Lot of a Private Seller, a User may only place a Bid after confirming, per Lot, that he is aware that the Seller is a private individual, that the rules on consumer sales and the right of withdrawal do not apply, and that the Purchase Agreement is concluded directly with that private individual. Noble records this confirmation with a timestamp.

2.3 Noble does not carry out technical inspections of vehicles. Photographs, mileage, equipment, history and other vehicle data originate from the Seller and are presented as such. Noble checks the data for completeness and plausibility, consults the public registers of the RDW (Netherlands Vehicle Authority) and investigates concrete indications of inaccuracy. Noble does not warrant the accuracy of data originating from the Seller, without prejudice to article 2.5.

2.4 At the Award, Noble acts solely as the Seller's attorney and does not sell in its own name. Noble does not receive the Purchase Price; the Buyer pays the Purchase Price directly to the Seller (article 9).

2.5 Noble is liable for shortcomings in its own services and for compliance with the statutory obligations resting on it as a provider of an online platform. Its designation as intermediary does not limit that liability. Article 15 applies.

2.6 Noble is not liable for performance of the Purchase Agreement by the Seller or the Buyer, except where the law provides otherwise or Noble has created the impression of being the seller itself.

Article 3 – Accounts, verification, security and complaints

3.1 A User registers with accurate and complete details and keeps them up to date. An account is personal and non-transferable. The User protects his login credentials and is responsible for all acts performed with his account, unless he proves that misuse is not attributable to him and he informed Noble without delay.

3.2 Before the bidding function is activated, Noble verifies the User's identity (identity document or electronic identification), e-mail address, telephone number and the bank account in his name from which the Deposit is paid. A Trader additionally provides its Chamber of Commerce number, VAT number and business address.

3.3 A User wishing to act as Seller completes the verification set out in the Consignment Terms. A Trader is admitted to consign only after Noble has received the information required by law and has assessed its reliability to the best of its ability.

3.4 The use of several accounts by the same person or undertaking, sharing an account, bidding on behalf of an unregistered third party and any form of manipulation of the Platform are prohibited.

3.5 In case of objective indications of inaccurate data, fraud, breach of these Terms or a security risk, Noble may restrict or suspend the bidding function, remove a Lot or terminate the account. Noble states the reasons for the measure In Writing, specifies the facts on which it is based and refers to the complaint option under article 3.7. Where a Trader fails to correct inaccurate or incomplete legally required information within 14 days of a request, Noble suspends its offering.

3.6 A User may terminate his account at any time In Writing. The termination takes effect once no Bid is pending, no Purchase Agreement is being settled and no due claim of Noble is outstanding. Noble may terminate an account with one month's notice, and with immediate effect in the cases referred to in article 3.5.

3.7 Noble maintains an internal complaint-handling system. A User may lodge a complaint In Writing within six months of a measure or decision by Noble. Noble handles the complaint diligently, in a non-automated manner and within 14 days, and reverses the measure if the complaint is well-founded. The complaint procedure is without prejudice to the User's rights under article 17.

3.8 Noble processes personal data in accordance with its privacy statement. Noble retains verification data of Traders until six months after the end of the relationship; other data no longer than necessary for the purpose for which they were collected or than the

law prescribes.

Article 4 – Deposit

4.1 Before placing a first Bid, the User lodges a Deposit of EUR 250 via the Payment Provider. The Deposit is neither a down payment on a Purchase Price nor a penalty. No interest is paid on the Deposit.

4.2 The Deposit serves exclusively as security for due claims of Noble against the User under these Terms, including the Buyer's Premium, the fixed compensations under articles 10 and 11 and storage costs owed to Noble. The Deposit does not serve as security for claims of a Seller or another User.

4.3 Noble may set off a due and undisputed claim, or a claim established by a final judgment or binding advice, against the Deposit. Noble informs the User thereof In Writing, stating the basis and the amount. After set-off, the User replenishes the Deposit to EUR 250 before he may bid again.

4.4 Upon request In Writing, Noble refunds the Deposit within 14 days, provided no Bid is pending, no Purchase Agreement is being settled and no due claim of Noble is outstanding. Refunds are made to the bank account from which the Deposit was paid. The same applies upon termination of the account.

4.5 For Lots whose guide price stated in the Lot Information is EUR 50,000 or more, Noble may require in the Special Auction Conditions an additional Deposit of at most 2% of the guide price, which is refunded within 5 Business Days after the Auction to Bidders to whom the Lot was not awarded.

4.6 Noble holds the Deposits separately from its business assets in a dedicated account.

Article 5 – Public auction, live bidding phase and physical attendance

5.1 Noble organises an Auction in principle every week. The Auction consists of (a) an online bidding phase, which starts at the time stated in the Lot Information and ends on the Auction Day at 18:00 Dutch time, and (b) a live bidding phase, which takes place immediately thereafter on the Auction Day in the auction room at Molenstraat 60, 5056 JD Berkel-Enschot, conducted by the Auctioneer and in the presence of the Bailiff. Noble announces deviating dates, times or locations on the Platform at least seven days before the Auction Day.

5.2 Any interested person may attend the live bidding phase in person and bid in the auction room. Admission is free of charge and open after registration as a User, identification at the room and allocation of a bidder number, within the capacity of the room and in accordance with the house rules Noble publishes on the Platform. The room opens 30 minutes before the start of the live bidding phase.

5.3 In the live bidding phase the Auctioneer calls the Lots in the announced order. For each Lot, the highest online Bid at the end of the online bidding phase serves as the opening bid. Room bidders and online Bidders then place Bids in the same bidding round; each valid Bid extends the bidding round for that Lot in accordance with the Bidding Rules. Online Bids and room bids are displayed on the same screen in the room and on the Platform.

5.4 The Auctioneer closes the bidding round for a Lot by the fall of the hammer. He thereby awards the Lot to the Bidder with the highest valid Bid, provided that, for a Lot with a reserve price, the reserve price has been met. The Purchase Agreement is concluded upon the Award. The Bailiff records, for each Lot, the Award, the awarded amount and the identity of the Buyer in an official report. Noble retains the bid log and an audio and video recording of the live bidding phase for at least three years.

5.5 The Buyer is obliged to take delivery of the Lot awarded to him and to pay the Purchase Price, the Buyer's Premium and the mandatory costs in accordance with article 9.

5.6 The Auction is a public auction within the meaning of article 6:230g(1)(j) of the Dutch Civil Code. The statutory right of withdrawal therefore does not apply to a Purchase Agreement concluded during the Auction between a Trader as Seller and a Consumer as Buyer (article 6:230p(e) of the Dutch Civil Code). Noble states this in the Lot Information. If, exceptionally, an Auction takes place without a live bidding phase or without the possibility of personal attendance, Noble announces this before the start of the online bidding phase and the right of withdrawal under article 16 applies to Consumers buying from a Trader.

5.7 The Auctioneer maintains order in the room and may deny admission to persons disrupting the Auction. Decisions of the Auctioneer on the course of the bidding round are taken in accordance with the Bidding Rules and are recorded by the Bailiff.

Article 6 – Bids, reserve price and binding effect

6.1 A Bid is an irrevocable offer by the Bidder to the Seller to purchase the Lot for the amount bid, plus the Buyer's Premium, the VAT thereon and the mandatory costs stated in the Lot Information. Before a Bid is confirmed, the Platform displays the total amount payable; the confirmation button states that the Bid entails an obligation to pay. In the room, raising the bidder number constitutes a Bid.

6.2 A Bid remains valid until the Lot is awarded or the Auction of that Lot has ended without an Award. A Bid cannot be withdrawn, except in the case of a manifest error that the Bidder reports to the Auctioneer before the fall of the hammer and that the Auctioneer accepts in accordance with the Bidding Rules. After the fall of the hammer, correction is excluded, without prejudice to the statutory rules on defects of consent.

6.3 Before publication, the Seller chooses per Lot between (a) sale without reserve price, in which case the Lot is awarded to the highest valid Bid regardless of its amount, or (b) sale with a reserve price recorded in advance with Noble, in which case an Award only takes place if the highest valid Bid is at least equal to the reserve price. The chosen format is stated in the Lot Information. During the bidding phase the Platform displays whether the reserve price has been met; the amount of the reserve price is not displayed.

6.4 After the start of the online bidding phase, the reserve price may only be lowered, not raised. A reduction is displayed on the Platform immediately.

6.5 Bid increments, automatic bidding up to a stated maximum, extension of the bidding round, simultaneous Bids and the handling of malfunctions are governed by the Bidding Rules.

6.6 If, for a Lot with a reserve price, the highest Bid is below the reserve price, the Seller may, within two Business Days after the Auction Day and through Noble, sell to the highest Bidder for the amount of his Bid after all. The Bidder is not bound to do so; in that case the Purchase Agreement is concluded by his express acceptance In Writing via the Platform. These Terms, including article 8, apply to such post-auction sale; the right of withdrawal under article 16 applies to a Consumer buying from a Trader, because the post-auction sale is not concluded during the Auction.

6.7 Upon the Award, all other Bids on that Lot lapse. If the Purchase Agreement is terminated after the Award due to non-performance by the Buyer, Noble may, on behalf of the Seller, make a non-binding offer to the Bidder with the second-highest Bid to purchase for the amount of his Bid; article 6.6, second and third sentences, applies accordingly.

Article 7 – Correction, postponement and cancellation

7.1 Noble may withdraw a Lot from the Auction before the fall of the hammer, pause the bidding round or move the Auction of that Lot to the next Auction Day solely on one of the following grounds: (a) a malfunction of the Platform or the room system that impedes equal participation of Bidders; (b) demonstrable bid manipulation, sham bids or misuse of accounts; (c) a material inaccuracy in the Lot Information that the Seller has not corrected before the fall of the hammer; (d) reasonable doubt as to the Seller's power of disposal, or an attachment, pledge or other right of a third party; (e) withdrawal by the Seller in accordance with the Consignment Terms; (f) a statutory requirement or an order of a competent authority.

7.2 During the live bidding phase the Auctioneer may declare a Bid invalid and reopen the bidding round if a Bid was manifestly made by mistake, does not comply with the Bidding Rules or originates from an excluded Bidder. The Bailiff records this.

7.3 After the fall of the hammer, Noble cannot reverse the Award. The Purchase Agreement may thereafter only be ended by termination, annulment or withdrawal under the law or these Terms. If it emerges after the fall of the hammer that the Buyer himself was involved in bid manipulation, Noble may annul the Award on behalf of the Seller on grounds of fraud and re-auction the Lot.

7.4 Noble records the ground for every measure and informs the Seller and the Bidders concerned In Writing as soon as possible, at the latest on the next Business Day. A Lot withdrawn from the Auction is offered again as soon as the ground has been removed, unless the Seller withdraws the Lot.

7.5 A Bidder cannot derive a right to compensation from a measure under this article, except in the case of intent or deliberate recklessness on the part of Noble. A Lot is not withdrawn from the Auction because of disappointing bidding.

Article 8 – Buyer's Premium

8.1 The Buyer owes Noble a Buyer′s Premium of 5% of the Purchase Price, with a minimum of EUR 250, plus VAT. At 21% VAT the minimum is EUR 302.50 including VAT. The Buyer′s Premium is calculated on the full Purchase Price, including any provisional residual BPM amount stated separately in the Lot Information.

8.2 The Buyer′s Premium is the consideration for Noble′s services to the Buyer: access to the Auction, the bidding facility, verification of the Seller, recording of the Award and support in the settlement. The Buyer′s Premium becomes due at the moment of the Award and is paid within three Business Days after the Auction Day via the Payment Provider.

8.3 When placing his first Bid, a Consumer expressly agrees that Noble provides its services immediately and declares that he is aware that, once a Lot has been awarded to him, he loses his right to withdraw from the agreement with Noble. Noble records this consent with a timestamp.

8.4 Noble refunds the Buyer′s Premium to a Consumer if (a) the Consumer validly withdraws from the Purchase Agreement under article 16, or (b) the Purchase Agreement is terminated or annulled due to a breach or unlawful act of the Seller or of Noble. The refund is made within 14 days after the withdrawal, termination or annulment has been established. The Buyer′s Premium remains due if the Purchase Agreement is ended due to a breach by the Consumer.

8.5 For a Buyer who is a Trader, the Buyer′s Premium is non-refundable, except where the Purchase Agreement is terminated or annulled due to a breach attributable to Noble.

8.6 Noble does not charge the Seller any commission. Additional services by Noble to Buyer or Seller are provided only at rates agreed In Writing in advance.

8.7 Dutch VAT is due on the Buyer's Premium. To a Trader established in another EU Member State who has provided a valid VAT identification number, Noble invoices without Dutch VAT, stating "VAT reverse-charged". To a Trader outside the EU, Noble invoices without VAT. To Consumers, Noble always invoices with Dutch VAT.

Article 9 – Payment

9.1 The Buyer pays the Purchase Price directly to the Seller into the bank account stated in the award confirmation. Noble verified this bank account when verifying the Seller. Payment to any other account is at the Buyer's risk. Noble does not receive, hold or manage the Purchase Price.

9.2 A Buyer who is a Trader pays the Purchase Price no later than 17:00 Dutch time on the third Business Day after the Auction Day. This is a strict deadline.

9.3 A Buyer who is a Consumer pays the Purchase Price upon collection of the Lot, by a payment demonstrably received by the Seller before the Lot is handed over. The Consumer may choose to make a down payment of at most half the Purchase Price within three Business Days after the Auction Day and to pay the balance upon collection. The Consumer cannot be obliged to pay in advance more than half the Purchase Price.

9.4 The Buyer pays the Buyer's Premium, the VAT thereon and the costs owed to Noble to Noble via the Payment Provider, no later than 17:00 on the third Business Day after the Auction Day. For this purpose Noble offers at least iDEAL, Bancontact, credit card and SEPA bank transfer. Payment to Noble does not release the Buyer from his obligations towards the Seller, and vice versa.

9.5 The Seller confirms receipt of the Purchase Price, or its non-receipt, via the Platform no later than the next Business Day. Only after this confirmation is the Lot released for collection (article 12).

9.6 Amounts owed under article 24 (VAT security) or article 25 (residual BPM) are paid by the Buyer directly to the Seller, together with the Purchase Price.

9.7 All payments are made in euro. Cash payment is not permitted. Transfer costs are borne by the payer. A Buyer who is a Trader may not suspend his payment obligations or set them off against claims on the Seller or Noble.

9.8 At the Seller's request, the Buyer provides the details the Seller needs for a correct invoice. The Seller issues the invoice for the Lot; Noble invoices only the Buyer's Premium and its own services.

Article 10 – Non-performance by the Buyer

10.1 A Buyer who is a Trader and does not pay within the period of article 9.2 or 9.4 is in default without notice of default.

10.2 A Buyer who is a Consumer and does not pay within the period of article 9.4, or does not collect and pay for the Lot within the period of article 12, receives a reminder In Writing granting a period of 14 days. If payment or collection remains outstanding, the Consumer is in default and the statutory extrajudicial collection costs are due.

10.3 After default has occurred, the Seller may terminate the Purchase Agreement In Writing. Noble may represent the Seller in doing so. After termination, Noble may re-auction the Lot or make the offer referred to in article 6.7.

10.4 Upon termination for non-performance, a Buyer who is a Trader owes Noble a fixed compensation of 15% of the Purchase Price, with a minimum of EUR 750, including the Buyer's Premium. Noble pays the part of this compensation exceeding the Buyer's Premium and an amount of EUR 250 for re-auction costs to the Seller as compensation for its loss. Insofar as the Seller's actual loss, consisting of the difference between the Purchase Price and the proceeds on re-auction plus storage costs, is higher, the Seller may claim the excess from the Buyer.

10.5 Upon termination for non-performance, a Buyer who is a Consumer remains liable to Noble for the Buyer's Premium and owes the Seller the actual loss, consisting of the negative difference between the Purchase Price and the proceeds on re-auction, the reasonable costs of re-auction and the storage costs over the period of default. Noble and the Seller demonstrate the amount of that loss with the result of the re-auction.

10.6 Noble sets off its claims under this article against the Deposit in accordance with article 4.3. Compensation under this article is never due more than once; amounts paid are deducted from the damages.

10.7 A Buyer in default may be excluded by Noble from further Auctions in accordance with article 3.5.

Article 11 – Bidding integrity and anti-circumvention

11.1 The Seller, its directors, employees, household members and persons acting on its instructions or for its account may not bid on a Lot of that Seller. Sham bids, agreements between Bidders to influence the course of bidding, artificial price inflation and bidding through another person's account are prohibited.

11.2 For six months after the Auction Day, Buyer, Bidder and Seller shall not conclude a purchase agreement concerning the same vehicle outside Noble, where the contact between them arose through the Auction. This prohibition does not apply to a Purchase Agreement concluded through Noble and subsequently ended under the law or these Terms, nor to the post-auction sale under article 6.6.

11.3 If a Trader breaches article 11.2, it owes Noble a fixed compensation equal to the Buyer's Premium calculated on the highest Bid for the Lot or, if higher, on the reserve price, plus VAT. A Trader-Buyer and a Trader-Seller who are both involved in the breach are jointly and severally liable. Noble retains the right to compensation of higher demonstrable loss.

11.4 If a Consumer breaches article 11.2, he owes Noble the Buyer's Premium thereby lost as damages. Noble bears the burden of proving the breach and the loss.

11.5 If, within six months after the Auction Day, a vehicle is registered in the name of a Bidder on that Lot, of an undertaking affiliated with him or of a household member, it is presumed that article 11.2 has been breached. The presumption is rebuttable.

11.6 Noble investigates indications of a breach of this article and may use bid logs, account data and public registers for that purpose. Noble may suspend or terminate the accounts involved in accordance with article 3.5 and declare Bids invalid in accordance with article 7.

Part B – Delivery, vehicle condition and disputes

Article 12 – Collection, delivery and registration

12.1 The Buyer collects the Lot at the location stated in the Lot Information (at Noble or at the Seller) within five Business Days after the Seller has confirmed receipt of the Purchase Price (article 9.5) or, in the case of a Consumer paying on collection, within five Business Days after the Auction Day. Collection takes place on Business Days between 9:00 and 17:00 by appointment via the Platform.

12.2 The Buyer organises and pays for transport. A Buyer engaging a carrier authorises the carrier via the Platform. On collection, the collecting person identifies himself and presents the collection code issued to the Buyer by the Platform after release. Without a valid collection code and identification, the Lot is not handed over.

12.3 Before handover, the Seller ensures that the vehicle is registered in the Buyer's name with the RDW or, in the case of export, that the export notification is filed with the RDW. A Trader-Seller does so from its trade stock (bedrijfsvoorraad); a Private Seller with the registration card and the transfer code. The Seller provides the Buyer with the indemnification certificate (vrijwaringsbewijs) or the export certificate. Noble itself performs no acts in the vehicle register and only records receipt of the certificate.

12.4 In the case of export, the Buyer is responsible for an export registration plate or other temporary document, insurance and registration in the country of destination. The Seller provides the cooperation legally required for that purpose. Articles 24 and 25 continue to apply.

12.5 The Seller delivers the Lot in the condition described in the Lot Information, with all stated keys, documents and accessories. On handover, Buyer and Seller (or Noble on behalf of the Seller, where the Lot is at Noble) sign a delivery note stating date, time, mileage and any remarks.

12.6 The risk of loss of or damage to the Lot passes to the Buyer at the moment of handover to the Buyer or his carrier. Until that moment the risk lies with the Seller, without prejudice to article 13.

12.7 Ownership of the Lot passes to the Buyer on handover, provided the Purchase Price has been paid in full. As long as the Purchase Price has not been paid in full, the Lot remains the property of the Seller.

Article 13 – Custody, storage and uncollected vehicles

13.1 A Lot located on Noble's premises is held by Noble in custody from intake until handover, for the Seller and, after the Award and payment, for the Buyer. Noble insures these vehicles against fire, theft and damage caused by an external event up to the insured amount Noble publishes on the Platform. An excess of at most EUR 1,000 per event is borne by the party for whom Noble holds the Lot, unless the damage was caused by Noble.

13.2 A Lot located at the Seller remains in the Seller's care and at the Seller's risk until handover.

13.3 Viewing takes place at the viewing times stated in the Lot Information. A test drive is only possible with the Seller's consent, accompanied, after identification and signature of the test drive declaration in Annex 3, in which the driver accepts liability for damage caused by him up to the insurance excess.

13.4 If the Buyer does not collect the Lot within the period of article 12.1, Noble (or the Seller, where the Lot is located at the Seller) sends a reminder In Writing granting a new period of five Business Days. After expiry thereof, the Buyer owes the custodian storage costs of EUR 19.95 excluding VAT (EUR 24.14 including 21% VAT) per calendar day, as long as the delay is attributable to the Buyer.

13.5 The custodian has a right of retention over the Lot for the storage costs due. The Lot is handed over only after payment thereof.

13.6 If the Lot has still not been collected thirty calendar days after the reminder of article 13.4, the custodian sends a final demand granting a last period of 14 days. Thereafter (a) the Seller, if the Purchase Price has not been paid, may terminate the Purchase Agreement in accordance with article 10, or (b) if the Purchase Price has been paid, the

custodian may apply to the court for authorisation to sell the Lot in satisfaction of the storage costs, the remainder of the proceeds accruing to the Buyer. A paid Lot is not sold or re-auctioned without such authorisation or without the Buyer's consent.

13.7 Noble may refuse a Lot or have it removed from the premises if it leaks, poses a safety risk or the Seller fails to comply with the Consignment Terms.

Article 14 – Condition and data of the vehicle

14.1 On consignment, the Seller provides fully and truthfully at least: make, model, VIN, registration number, date of first registration, mileage, the RDW odometer assessment, MOT (APK) expiry date, known damage history, any WOK status or other RDW flag, driveability, known technical defects, maintenance history insofar as known, number of keys, documents present, any financing, attachment or retention of title, VAT status (VAT vehicle or margin vehicle) and, for an export price, the data of article 25. Noble includes these data in the lot template.

14.2 Mileage and other data are presented as "Seller's statement". Noble checks the odometer assessment and the registration data in the public registers of the RDW and notes discrepancies. A mileage with the assessment "illogical" is stated as such.

14.3 Damaged vehicles, non-running vehicles and vehicles with a safety defect are identifiably marked in the Lot Information. A vehicle qualifying as an end-of-life vehicle or waste is offered only to Traders holding the required licence.

14.4 The Seller warrants to the Buyer the accuracy of the data provided by it. Defects the Seller knew or ought to have known and did not disclose are for the Seller's account.

14.5 A Buyer who is a Trader is deemed to have examined the Lot or to have waived examination. For defects not stated in the Lot Information and unknown to the Seller, it applies between Traders that the Lot is purchased in the condition in which it is at collection, unless the vehicle thereby lacks the characteristics required for normal use and the Buyer had no reason to doubt their presence.

14.6 A Consumer buying from a Trader retains all statutory rights in case of non-conformity. Not viewing the Lot does not deprive the Consumer of those rights. A Consumer buying from a Private Seller has the rights the law confers in a sale between private individuals.

Article 15 – Complaints, liability and indemnity

15.1 The Buyer addresses complaints about a Lot or the Purchase Agreement to the Seller, with a copy to Noble at [e-mail address]. Noble registers the complaint, forwards it and promotes a solution, without becoming a party to the dispute between Buyer and Seller. Complaints about Noble's services are handled in accordance with article 3.7.

15.2 A Buyer who is a Trader reports visible defects and deviations from the Lot Information In Writing within 14 days after handover, on pain of forfeiture of his rights in that respect. For non-visible defects a reporting period of 14 days after discovery applies. A Consumer reports defects within a reasonable time after discovery; a report within two months is in any event timely.

15.3 Noble's liability towards a Trader is limited to direct loss and to the higher of (a) the Buyer's Premium received for the transaction concerned and (b) EUR 5,000 per event. For damage to a Lot in Noble's custody, liability is limited to the insured amount referred to in article 13.1. Towards a Trader, Noble is not liable for consequential loss, loss of profit, lost savings or loss due to business interruption.

15.4 Noble's liability towards a Consumer is limited only insofar as the law permits. The limitations in this article do not apply in case of intent or deliberate recklessness on the part of Noble or its managers, in case of death or personal injury, and in other cases in which the law does not permit limitation.

15.5 Noble is not liable for the accuracy of data originating from the Seller, except insofar as Noble has failed to perform its duty of verification under articles 2.3 and 14.2.

15.6 The Seller indemnifies Noble against third-party claims and costs arising from inaccurate or incomplete data, unauthorised sale or non-performance of the Purchase Agreement by the Seller. The indemnity does not apply insofar as the loss was caused by Noble's own breach.

15.7 Any claim of a Trader against Noble becomes time-barred twelve months after the day on which the Trader became aware of the loss.

Article 16 – Withdrawal, termination and non-conformity

16.1 This article distinguishes three situations: (a) withdrawal: a Consumer's statutory right to end a distance contract without giving reasons; (b) termination due to a breach by the Seller; (c) rights in respect of non-conformity of the Lot. Each situation has its own rules on costs, time limits and refunds.

16.2 Withdrawal is not possible for a Purchase Agreement concluded during the Auction (article 5.6). A Consumer buying from a Trader does, however, have a right of withdrawal of 14 days after the day of collection in the following cases: (a) in the case of a post-auction sale under article 6.6 or an offer under article 6.7; (b) in the case of an Auction held without a live bidding phase in accordance with article 5.6, last sentence. In those cases the Seller informs the Consumer, before conclusion of the agreement, of the right of withdrawal using the model form in Annex 2; Noble makes this form available via the Platform. If this information is missing, the withdrawal period is extended by at most twelve months.

16.3 Upon valid withdrawal, the Consumer returns the Lot within 14 days after the withdrawal declaration to the Seller's return address stated in the Lot Information. The Consumer bears the direct cost of return transport; the Lot Information states a reasonable estimate of that cost, failing which the Seller bears the cost. The Seller refunds the Purchase Price within 14 days after receipt of the Lot or of proof of dispatch. Noble refunds the Buyer's Premium in accordance with article 8.4.

16.4 The Consumer is liable for diminished value of the Lot resulting from use beyond what is necessary to establish the nature, characteristics and functioning of the vehicle, such as driving more than 50 kilometres, making modifications or not returning keys and documents. A requirement that the vehicle be returned in identical condition does not apply.

16.5 Upon termination of the Purchase Agreement due to an attributable breach by the Seller, the cost of return transport, the Buyer's collection costs and the Buyer's Premium paid by the Buyer (article 8.4) are for the Seller's account. The Seller refunds the Purchase Price within 14 days after termination.

16.6 If the Lot does not conform to the Purchase Agreement, the Buyer may demand repair or replacement from the Seller and, if that is not possible or does not take place within a reasonable period, terminate the Purchase Agreement or reduce the price. For a Consumer buying from a Trader, the statutory rules on consumer sales apply, including the twelve-month presumption. For a sale between Traders, article 14.5 applies. For a purchase from a Private Seller, the general rules on sale apply.

16.7 In every reversal, the Buyer treats the Lot with care, avoids avoidable damage and mileage and returns the Lot with the keys and documents received. The Seller cooperates in re-registration in his name or the indemnification; the costs thereof are borne by the party for whose account the reversal comes.

Article 17 – Applicable law, disputes and language

17.1 These Terms, the agreement between Noble and the User and every Purchase Agreement are governed by Dutch law. A Consumer habitually resident in another EU Member State retains the protection of the mandatory provisions of the law of that Member State.

17.2 The parties first attempt to resolve a dispute by mutual consultation. Noble promotes such consultation between Buyer and Seller. A party may submit a dispute to the court only after having invited the other party In Writing to consult and thirty days have elapsed, unless an urgent interest requires otherwise.

17.3 Disputes between Traders and between Noble and a Trader are submitted to the competent court of the District Court of Zeeland-West-Brabant, Breda location, without prejudice to Noble's right to summon a Trader before the court of the Trader's place of

business.

17.4 Disputes to which a Consumer is a party are submitted to the court competent by law. Within one month after Noble has invoked this article In Writing, Noble informs a Consumer of his right to opt for the court competent by law.

17.5 If Noble joins a recognised disputes committee, it states so on the Platform; a Consumer may then also submit a dispute with Noble to that committee.

17.6 These Terms are drawn up in Dutch and translated into English. For Traders, the Dutch text prevails in case of discrepancy. For a Consumer, the language version in which he entered into the agreement applies.

Part C – Seller and power of attorney

Article 18 – Sales mandate, power of disposal and withdrawal

18.1 By consigning a Lot, the Seller instructs Noble to offer the Lot in the Auction and to auction it in accordance with these Terms, the Bidding Rules and the Consignment Terms.

18.2 The Seller declares that he is the owner of the vehicle or authorised to sell and deliver it, that the vehicle is not encumbered by any pledge, attachment, retention of title, financing or other third-party right not stated in the Lot Information, and that the vehicle is not registered as stolen or missing. On consignment, the Seller demonstrates this with the registration card and, in the case of a Private Seller, the transfer code, or, in the case of a Trader, with proof of inclusion in its trade stock. Noble checks the data in the public registers of the RDW.

18.3 Before publication, the Seller chooses the auction format (article 6.3), records any reserve price, confirms the Lot Information and states the return address. He indicates whether he wishes to use the arrangements of article 24 (VAT security) and article 25 (export price).

18.4 Until publication, the Seller may withdraw the Lot free of charge. After publication and before the start of the online bidding phase, withdrawal is possible against reimbursement of the costs incurred by Noble, with a minimum of EUR 150 excluding VAT. After the start of the online bidding phase, withdrawal is permitted only with Noble's prior consent In Writing and on an objective ground, such as theft, total loss or a third-party right discovered after consignment; in that case the Seller reimburses Noble's costs with a minimum of EUR 250 excluding VAT. Withdrawal without such ground constitutes a breach; the Seller then owes Noble compensation equal to the Buyer's Premium calculated on the highest Bid at the time of withdrawal, with a minimum of EUR 250 excluding VAT, as compensation for the commission lost by Noble.

18.5 The Seller notifies Noble without delay if, after consignment, the vehicle has been sold elsewhere, damaged, stolen or has otherwise become unavailable. Sale elsewhere after publication constitutes withdrawal without objective ground within the meaning of article 18.4.

18.6 If it emerges after the Award that the Seller lacked the power of disposal or that a third-party right prevents delivery, the Seller indemnifies Noble and the Buyer against all loss and costs and article 16.5 applies accordingly.

Article 19 – Seller's warranties and cooperation

19.1 The Seller warrants the accuracy and completeness of the Lot Information and of the data referred to in article 14.1, notifies Noble of changes without delay and corrects inaccuracies before the fall of the hammer.

19.2 The Seller delivers the Lot in accordance with article 12, effects the registration transfer or export notification with the RDW before handover, provides the indemnification or export certificate and signs the delivery note.

19.3 The Seller confirms receipt of the Purchase Price or its non-receipt in accordance with article 9.5 and issues the invoice for the Lot in accordance with article 9.8.

19.4 A Trader-Seller complies towards a Consumer with the statutory information, conformity, withdrawal and refund obligations and cooperates in the settlement of complaints, returns and reversals in accordance with article 16. It reimburses Noble the Buyer′s Premium refunded to a Consumer under article 8.4 if the refund results from its breach.

19.5 During the settlement of a Purchase Agreement, the Seller is reachable via the details stated in his account and responds within two Business Days to messages from Noble or the Buyer. If a response is outstanding for more than five Business Days, Noble may provide the Buyer with the Seller′s contact details, suspend the Seller′s account and withdraw his other Lots from the Auction.

19.6 The Seller provides Noble with the information Noble must collect and report by law, including the information for reporting to the Dutch Tax Administration on sales via digital platforms, and warrants its accuracy. Without this information no Lot is published.

19.7 The Seller accepts that the Buyer pays the Purchase Price directly to him, that Noble neither receives nor guarantees payments on his behalf, and that Noble is not liable for non-payment by the Buyer, without prejudice to article 10.

Article 20 – Limited power of attorney

20.1 On consignment of each Lot, the Seller grants Noble a power of attorney to, on his behalf: (a) accept the highest valid Bid by the fall of the Auctioneer's hammer, provided that, for a Lot with a reserve price, the reserve price has been met (article 5.4); (b) make the post-auction offer under article 6.6 and the offer to the underbidder under article 6.7, where the Seller has agreed to this in the individual case; (c) terminate the Purchase Agreement after the Buyer's default in accordance with article 10.3; (d) annul the Award on grounds of fraud by the Buyer in accordance with article 7.3; (e) sign the delivery note where the Lot is located at Noble.

20.2 The power of attorney is limited to the acts listed in article 20.1. It does not include receiving the Purchase Price, granting discharge, concluding settlements, waiving the Seller's rights, giving warranties or entering into other agreements on behalf of the Seller.

20.3 The power of attorney for the act under article 20.1(a) is irrevocable from the start of the online bidding phase until the end of the live bidding phase of the Lot, as it serves the performance of a juridical act in the interest of the Bidders. Otherwise the power of attorney ends upon withdrawal of the Lot in accordance with article 18.4, upon the end of the Auction without an Award or, for the acts under (b) to (e), after settlement of the Purchase Agreement.

20.4 In exercising the power of attorney, Noble acts in the name of the Seller and states this on the award confirmation and the Seller's invoice. Noble is not authorised to delegate the power of attorney to anyone other than the Auctioneer or the Bailiff.

20.5 The bankruptcy or suspension of payments of the Seller ends the power of attorney by operation of law; Noble then withdraws the Lot from the Auction, unless the trustee or administrator confirms the consignment In Writing.

Part D – Types of sale and platform obligations

Article 21 – Sale by a Trader to a Consumer (B2C)

21.1 The statutory rules on consumer sales apply to a Purchase Agreement between a Trader-Seller and a Consumer. The Trader-Seller is responsible for this; Noble facilitates compliance through the lot template of articles 2.1 and 14.1.

21.2 Clauses in the Lot Information such as "no warranty", "sold as seen", "trade sale" or "no returns" do not limit a Consumer's statutory rights and are not applied against a Consumer. Noble removes such clauses from the Lot Information of a Lot accessible to Consumers.

21.3 A Trader-Seller may designate a Lot as intended exclusively for Traders. Noble makes such a Lot accessible only to Bidders verified as Traders. Article 22.1 applies to such a Lot.

21.4 Before placing a Bid, the Consumer receives via the Lot Information at least the information of article 2.1, the total price including Buyer's Premium and VAT, the method of payment and collection, the statutory conformity guarantee, any commercial warranty of the Seller, and the statement whether the right of withdrawal applies.

21.5 On delivery, the Trader-Seller provides the Consumer with an invoice or purchase confirmation stating its name, address, Chamber of Commerce number, the characteristics of the vehicle, the price and the date of delivery.

Article 22 – Sale to a Trader (B2B) and sale by a Private Seller (C2C)

22.1 For a Purchase Agreement in which the Buyer is a Trader, articles 14.5, 15.2, 15.3 and 15.7 apply and Seller and Buyer may make deviating arrangements in the Lot Information or Special Auction Conditions on examination, warranty and liability. Fraud, deliberate concealment of known defects and liability that the law does not permit to be excluded remain outside such arrangements.

22.2 For a Purchase Agreement with a Private Seller, the rules on consumer sales and the right of withdrawal do not apply, even if the Buyer is a Consumer. The Buyer has the rights the law confers in a sale between private individuals, including the rights for non-conformity under article 7:17 of the Dutch Civil Code and protection against fraud and error. The confirmation of article 2.2 is a condition for every Bid on such a Lot.

22.3 A User is deemed a Trader, regardless of the account type selected, if he (a) is registered in the trade register with an activity in the field of vehicles, (b) consigns or purchases more than three vehicles through Noble within twelve months, (c) consigns vehicles he has owned for less than three months without having used them himself, or (d) otherwise acts in a commercial capacity in fact. Noble may require a User meeting any of these criteria to undergo the verification of article 3.3 and exclude his Lots from the Auction until then.

22.4 A Trader who has wrongly presented itself as a Private Seller is bound towards the Buyer by the rules on consumer sales and indemnifies Noble against all resulting claims and costs.

Article 23 – Platform obligations, verification of Traders and provision of data

23.1 Noble is a provider of an online platform allowing Consumers to conclude distance contracts with Traders. Noble complies with the applicable European and Dutch rules and designs the Platform so that Traders can comply with their statutory information obligations.

23.2 A Trader is admitted to offer Lots only after providing Noble with: (a) name, address, telephone number and e-mail address; (b) a copy of an identity document of the natural person representing it, or an equivalent electronic identification; (c) the details of the bank account into which the Purchase Price is received; (d) the trade register registration number; (e) a self-certification that it offers only vehicles that comply with applicable law. Noble assesses this information for reliability to the best of its ability, including by reference to the trade register and the RDW registers, and may require additional supporting documents.

23.3 For each Lot of a Trader, Noble displays its name, address, trade register number and the certification of article 23.2(e). If Noble has indications that a Trader's information is inaccurate, incomplete or outdated, it requests correction and suspends the Trader's offering if correction is not made within 14 days.

23.4 Noble collects from each Seller the data it must report by law to the Dutch Tax Administration on sales via digital platforms, including name, address, date of birth or trade register number, tax identification number, VAT number and bank account, and reports annually before 1 February the consideration the Seller received through Noble in the preceding calendar year. Noble provides the Seller annually with a copy of the reported data.

23.5 Any User may notify Noble that Lot Information or other material placed on the Platform is unlawful. Noble handles such notices diligently, in a timely and objective manner, informs the notifier and the Seller concerned of its decision and states the reasons. The complaint procedure of article 3.7 is open against a decision.

23.6 Noble ranks Lots by default by auction date and closing time; Users may sort and filter by the characteristics offered on the Platform. Noble receives no remuneration for a higher placement of Lots, unless this is indicated at the Lot as "featured".

23.7 Noble processes personal data in accordance with the General Data Protection Regulation and its privacy statement. Seller and Buyer process the personal data they receive from each other via the Platform solely for the performance of the Purchase Agreement.

23.8 Noble does not amend these Terms towards Traders except after an announcement on the Platform and by e-mail with a notice period of at least 15 days, unless the amendment results from a legal obligation or an urgent security interest. A Trader may terminate the agreement with Noble within that period.

Part E – VAT, BPM and final provisions

Article 24 – Supply of VAT vehicles to businesses in other EU Member States

24.1 This article applies to a Lot designated in the Lot Information as a "VAT vehicle", sold by a Trader-Seller who is a VAT-registered business to a Buyer who is a business in another EU Member State, and transported from the Netherlands to another EU Member State in connection with the sale. The Seller indicates on consignment whether it applies this arrangement. A margin-scheme vehicle does not qualify; no separate VAT is charged or refunded on it. For a new means of transport within the meaning of VAT legislation, the statutory rules apply, including on sale to a private individual; the Seller states this in the Lot Information.

24.2 The Seller is the supplier for VAT purposes. It issues the invoice, assesses whether the zero rate may be applied, files its VAT return and EC Sales List and retains the evidence. At the Seller's request, Noble records the verification of the VAT number and the documents supplied by the Buyer as an administrative service, without thereby assuming any tax responsibility.

24.3 The zero rate may only be applied if (a) the Buyer has provided, before invoicing, its legal name, business address and a valid VAT identification number of another EU Member State, (b) that number has been verified via the VIES system and the verification has been recorded with its date, (c) the vehicle is actually transported to another EU Member State and this is evidenced by documents, and (d) the Seller includes the supply in its EC Sales List.

24.4 The Seller invoices the Lot applying the zero rate. In addition, the Buyer pays to the Seller, together with the Purchase Price, a security equal to 21% of the Purchase Price. The security is neither VAT nor part of the consideration; on the invoice or on a separate document it is designated solely as "security for proof of transport". The Seller holds the security until settlement under article 24.6 or 24.7.

24.5 Within 30 days after handover of the Lot, the Buyer supplies to the Seller via the Platform: (a) in the case of transport by an independent carrier: the fully completed CMR consignment note signed by sender, carrier and recipient, and the carrier's invoice; (b) in the case of transport by or on behalf of the Buyer himself: proof of registration of the vehicle in the Member State of destination in the Buyer's name, at least one additional piece of evidence from an independent party, such as an insurance certificate, toll record or ferry ticket, and a receipt declaration signed by the Buyer stating the VIN, date and place of arrival. The Seller may require additional evidence where the law or the Tax Administration so requires. A collection statement (afhaalverklaring) suffices only if the Buyer is a regular customer of the Seller and transports the vehicle himself.

24.6 The Seller assesses the evidence within five Business Days of receipt. If it is sufficient, the Seller refunds the security within ten Business Days after that assessment to the account from which it was paid. If it is insufficient, the Seller states In Writing and with reasons which evidence is missing; the Buyer may supplement it until at the latest 60 days after handover.

24.7 If no sufficient evidence has been provided 60 days after handover, the Seller issues a supplementary invoice charging Dutch VAT on the Purchase Price and sets off the security against that VAT. The Buyer then has no further claim against the Seller in respect of that VAT; the Buyer is free to reclaim the VAT under the rules of its own Member State.

24.8 By way of derogation from article 24.4, the Seller may, after notifying Noble In Writing before the Auction Day, invoice at the zero rate without security if (a) transport is carried out by a carrier engaged by the Seller or (b) the Buyer is a regular customer of the Seller and the Seller arranges the evidence itself. In that case the Seller bears the full risk of missing evidence.

24.9 If the zero rate cannot be applied or is subsequently corrected due to inaccurate or incomplete information from the Buyer, failure to transport to the Member State of destination or insufficient cooperation by the Buyer, the Seller may recover from the Buyer the VAT then due, interest, penalties and reasonable costs, insofar as attributable to the Buyer. The Seller may suspend delivery as long as the Buyer has not provided the information of article 24.3(a) or has not paid the security.

24.10 The Seller files the export notification with the RDW in accordance with article 12.3 before handover and does not withhold documents legally required for export, transport or registration in the Member State of destination.

24.11 VAT on the Buyer's Premium is assessed separately in accordance with article 8.7.

24.12 Mandatory VAT law prevails over this article. Changes in the statutory conditions for the zero rate apply to this article by operation of law; the Seller adjusts its invoicing accordingly.

Article 25 – Export and residual BPM

25.1 On consignment, a Trader-Seller may opt to state an export price, solely for a passenger car, van or motorcycle (a) on which BPM (Dutch registration tax) has been paid in the Netherlands, (b) with a date of first registration on or after 16 October 2006, (c) that is younger than twelve years on the Auction Day, and (d) that is not a damaged vehicle and has no RDW "awaiting inspection" (WOK) flag. On consignment, the Seller declares that these conditions are met and that it is not aware of any circumstance preventing a BPM refund on export.

25.2 The Lot Information of such a Lot states side by side: (a) the Bid as the full Purchase Price; (b) the provisional residual BPM amount, calculated by Noble according to the statutory flat-rate depreciation table on the date of publication, stating that date; (c) the export price, being the Purchase Price less the provisional residual BPM amount; (d) the statement that the export price is a conditional discount dependent on the actual refund by the Tax Administration, and that the provisional amount is an indication and not a guarantee; (e) the Buyer's obligations under article 25.5 and the expected processing time of the refund. The Buyer's Premium is calculated on the full Purchase Price (article 8.1).

25.3 Noble facilitates solely the statement and the calculation of the provisional amount. Noble is not an applicant for, recipient of, guarantor of or payer of BPM refunds and is not a party to the settlement thereof between Seller and Buyer. For the calculation of the provisional amount Noble is liable in accordance with article 15, solely for its own calculation errors and not for the decision of the Tax Administration.

25.4 The Buyer pays the full Purchase Price to the Seller in accordance with article 9. The Seller repays the residual BPM portion to the Buyer under the conditions of article 25.6. The Seller, as the last registered keeper or as holder of the vehicle in its trade stock, is the party that applies for the refund from the Tax Administration. It files the export notification with the RDW on handover (article 12.3) and submits the application within the statutory period, with the supporting documents supplied by the Buyer.

25.5 The Buyer (a) exports the vehicle from the Netherlands immediately after handover, (b) has it permanently registered within the applicable statutory period in an EU Member State or an EEA state, (c) supplies to the Seller via the Platform, no later than eight weeks after handover, a legible and authentic copy of the definitive foreign registration certificate and, where applicable, the transport and export documents, and (d) does not have the vehicle re-registered in the Netherlands within the statutory period. A temporary or export registration of the country of destination does not constitute permanent registration. On request, the Buyer provides additional information required by the Tax Administration.

25.6 The Seller pays the BPM refund actually paid out to it by the Tax Administration and attributable to the Lot to the Buyer within fourteen calendar days after it is credited to its account, into the account from which the Purchase Price was paid. If the refund is lower than the provisional residual BPM amount, only the amount actually received is due, subject to article 25.7(b). Within the same period the Seller provides the Buyer with a copy of the Tax Administration's decision and of the credit entry, with redaction of information not relating to the Lot. If the law provides for payment after a waiting period, the fourteen-day period runs from the actual credit entry; a Seller that receives earlier on the basis of a guarantee pays on earlier.

25.7 If the Tax Administration refuses or reduces the refund, the following applies: (a) if the cause lies in the Buyer's failure to comply, to comply in time or to comply correctly with article 25.5, in re-registration in the Netherlands or in inaccurate information from the Buyer, the Buyer has no claim to repayment of the residual BPM portion; (b) if the cause lies in the Seller's failure to submit the application or to submit it in time, inaccurate information or an inaccurate declaration by the Seller, the absence of its entitlement or a condition of the vehicle attributable to it, the Seller pays the full provisional residual BPM amount to the Buyer within fourteen days after the decision; (c) if the cause lies in a change of law, a change in the Tax Administration's policy or another circumstance attributable to neither party, the Buyer bears the consequence and the Seller owes nothing. The Seller informs the Buyer within five Business Days of every decision of the Tax Administration.

25.8 The Buyer's claim against the Seller under this article is a claim against the Seller alone. Noble does not guarantee it. A Seller may offer security for this claim in the Special Auction Conditions; Noble states this at the Lot.

25.9 The residual BPM portion forms part of the Purchase Price and of the consideration for VAT purposes. For a supply with Dutch VAT, VAT is calculated on the full Purchase Price and the Seller processes the repayment under article 25.6 by means of a credit note. For a supply at the zero rate under article 24, the repayment has no VAT consequence. For a margin-scheme vehicle, the Seller processes the repayment in its margin.

25.10 This article is separate from article 24. The statement of an export price does not imply application of the VAT zero rate. In case of discrepancy between the Lot Information and a separate arrangement between Seller and Buyer on BPM, the Lot Information prevails, unless the arrangement was recorded In Writing via the Platform before the Bid.

Article 26 – Amendment, technical failure, insolvency and final provisions

26.1 Noble may amend these Terms and the Bidding Rules. An amendment is announced on the Platform and by e-mail at least 15 days before it enters into force and does not apply to Auctions whose online bidding phase has already started, nor to Purchase Agreements already concluded. A Consumer who does not accept an amendment may terminate his account until it enters into force; the Deposit is then refunded in accordance with article 4.4.

26.2 Noble makes efforts to keep the Platform available but does not guarantee uninterrupted operation. In the event of a malfunction during the online bidding phase lasting longer than 30 minutes, Noble extends the online bidding phase of the affected Lots by the duration of the malfunction, with a minimum of two hours, and announces this on the Platform. In the event of a malfunction during the live bidding phase, the Auctioneer acts in accordance with the Bidding Rules: he pauses the bidding round,

reopens it after restoration or moves the Lot to the next Auction Day. Bids demonstrably not registered due to a malfunction are not admitted after the event; the affected Bidder may bid in the reopened bidding round.

26.3 If the Payment Provider is unavailable, the Buyer may pay the Buyer's Premium and the Deposit by SEPA bank transfer to an account designated by Noble; the periods of article 9.4 are extended by the duration of the unavailability.

26.4 If, after the Award and before collection, the Buyer is declared bankrupt, obtains a suspension of payments or becomes subject to statutory debt restructuring, the Seller may terminate the Purchase Agreement if the Purchase Price is not paid within 14 days after a request In Writing. If the Seller enters such a situation before delivery, the Buyer may terminate the Purchase Agreement if the trustee or administrator does not declare within 14 days after a request In Writing that it will perform. Article 20.5 applies to pending Lots.

26.5 Noble may transfer its rights and obligations under the agreement with the User to a legal successor continuing Noble's business, with notice In Writing to the User. A Consumer may terminate the agreement in that case.

26.6 Notices to Noble are given In Writing to the address stated in article 1.1. Notices from Noble to a User are given to the e-mail address or via the account the User has provided and are deemed received on the Business Day after dispatch.

26.7 The Bidding Rules (Annex 1), the model withdrawal form (Annex 2) and the test drive declaration (Annex 3) form part of these Terms. The Consignment Terms apply in addition to Sellers.

26.8 These Terms have been filed with the Chamber of Commerce under number [number] and can be consulted, saved and printed on the Platform. They enter into force on [date] and replace all previous versions.

Annex 1 – Bidding Rules

B1.1 Application. These Bidding Rules apply to every Auction and to every Bid, online or in the room. They form part of the General Auction Terms and Conditions (articles 1.3 and 26.7).

B1.2 Online bidding phase. The online bidding phase of a Lot starts at the time stated in the Lot Information, at least five days before the Auction Day, and ends on the Auction Day at 18:00 Dutch time. Bids reaching the Platform after that time are not processed in the online bidding phase but count as Bids in the live bidding phase once the Lot is called.

B1.3 Bid increments. A Bid is valid only if it is at least one increment above the current highest Bid: EUR 100 where the highest Bid is below EUR 5,000; EUR 250 where the highest Bid is from EUR 5,000 to below EUR 20,000; EUR 500 where the highest Bid is EUR 20,000 or more. The first Bid is at least equal to the opening amount stated in the Lot Information. In the live bidding phase the Auctioneer may allow a smaller increment if the bidding would otherwise stall.

B1.4 Automatic bidding. A Bidder may enter a maximum amount online. The Platform then bids on his behalf one increment above another's highest Bid each time, up to his maximum. The maximum is confidential. Where two automatic Bids have the same maximum, the maximum entered first counts as the highest Bid. An automatic Bid is a Bid within the meaning of article 6.1.

B1.5 Simultaneous Bids. Where Bids are of equal amount, the Bid first registered by the Platform prevails, the timestamp of Noble's server being the sole evidence. In the room, the Auctioneer decides which of two simultaneous room bids he saw; his decision is binding.

B1.6 Live bidding phase. After 18:00 the Auctioneer calls the Lots in the order of the lot numbers. The highest online Bid serves as the opening bid. Room bidders bid by raising their bidder number; online Bidders bid via the "Bid" button in the live environment. Both types of Bids appear on the screen in the room and on the Platform with the indication "room" or "online" and the bidder number.

B1.7 Extension. Each valid Bid in the live bidding phase extends the bidding round of the Lot to 60 seconds after that Bid. The remaining time is displayed on the screen. The Auctioneer announces "going once, going twice" and brings down the hammer when the timer expires without a new Bid.

B1.8 Fall of the hammer and Award. The fall of the hammer closes the bidding round. The Auctioneer announces the awarded amount and the Buyer's bidder number, or declares that the reserve price has not been met. The Bailiff records this. A Bid reaching the Platform or the room after the fall of the hammer is invalid.

B1.9 Reserve price. For a Lot with a reserve price, the Platform displays "reserve met" during the online and live bidding phases as soon as the highest Bid is at least equal to the reserve price. Until then, the Platform displays "reserve not yet met". The amount of the reserve price is never displayed.

B1.10 Bidding errors. A Bidder who has made a manifest error reports it immediately via the "Report bid" button or orally to the Auctioneer. Until the fall of the hammer, the Auctioneer may declare the Bid invalid and resume the bidding round at the previous highest Bid. After the fall of the hammer, a Bid is final. A Bidder who reports a bidding error three times in twelve months may be excluded from automatic bidding or from the Auction.

B1.11 Malfunctions. In the event of a Platform malfunction during the online bidding phase, article 26.2 applies. In the event of a malfunction of the online channel during the live bidding phase lasting longer than two minutes, the Auctioneer pauses the bidding round; after restoration he reopens it at the last valid Bid with a new period of 60 seconds. If the malfunction lasts longer than 30 minutes, the Auctioneer moves the remaining Lots to the next Auction Day; Lots already knocked down remain awarded. A malfunction on the part of an individual Bidder (own connection, device) is not a Platform malfunction.

B1.12 Excluded Bids. Bids by the Seller or the persons referred to in article 11.1, by a suspended User or by a User without a valid Deposit are invalid. The Auctioneer may disregard such Bids even after the fall of the hammer and award the Lot to the next highest valid Bidder, provided this occurs within the live bidding phase of the same Auction Day.

B1.13 Bid log. Noble records every Bid with timestamp, bidder number, channel and amount. The bid log is available to the Bailiff and is provided on request to a Bidder or Seller concerned, with the identity of other Bidders redacted.

Annex 2 – Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract and the right of withdrawal under article 16.2 applies.)

To: [name of Trader-Seller], [address], [e-mail address] – with a copy to Noble Automotive Auctions B.V., [e-mail address].

I/We* hereby give notice that I/We* withdraw from my/our* contract of sale of the following vehicle: make and model [ ], registration number [ ], VIN [ ], lot number [ ].

Purchased on [date of Auction Day or date of post-auction sale]; collected on [date].

Name of Consumer(s): [ ]

Address of Consumer(s): [ ]

Signature of Consumer(s) (only if this form is submitted on paper): [ ]

Date: [ ]

* Delete as appropriate.

Annex 3 – Test drive declaration

The undersigned, [name], born [date], driving licence number [number], residing at [address], declares:

1. to hold a valid driving licence for the vehicle [make, model, registration number];

2. to make the test drive accompanied by [name of accompanying person] over the route indicated by the accompanying person of at most 10 kilometres;
3. to be liable for damage to the vehicle, to third parties and to third-party property arising during the test drive through his actions, up to the amount of the excess of the insurance of [Noble/Seller] of EUR 1,000 per event, and in full if the damage arose through intent, recklessness, violation of traffic rules or the use of alcohol or drugs;
4. to bear any traffic fines imposed during the test drive;
5. not to make the vehicle available to any other person.

Date and place: [ ] – Signature of driver: [ ] – Signature of accompanying person: [ ] – Copy of driving licence attached.

Consignment and Seller Terms Noble Automotive Auctions B.V.

Version 3.0 – effective date [date]. Capitalised terms have the meaning given in article 1 of the General Auction Terms and Conditions.

I.1 Application. These Consignment and Seller Terms apply between Noble and every Seller, in addition to the General Auction Terms and Conditions and the Bidding Rules, which the Seller also accepts. In case of conflict, the order of precedence of article 1.5 of the General Auction Terms and Conditions applies.

I.2 Admission as Seller. A Trader is admitted after provision and assessment of the information referred to in article 23.2 and the data referred to in article 23.4. A Private Seller is admitted after verification of identity, address, bank account and the data referred to in article 23.4. Noble refuses or terminates admission in case of inaccurate information, where the presumption of article 22.3 applies without Trader verification, or in case of a previous breach of the terms.

I.3 Consignment form. The Seller consigns a Lot via the consignment form on the Platform and provides: all data referred to in article 14.1; at least twelve photographs in accordance with Noble's photo guideline (exterior from four sides, interior, odometer, VIN plate, tyre tread, known damage); the registration card and, for a Private Seller, the transfer code or, for a Trader, proof of inclusion in trade stock; the choice of auction format and the reserve price; the collection location and the return address; the VAT status of the vehicle; the election for the arrangement of article 24 (Traders only); the election for the export price of article 25 (Traders only); any restriction to Traders as Buyers (article 21.3).

I.4 Review and publication. Noble reviews the data in accordance with articles 2.3 and 14.2, may require additional data or photographs and determines on which Auction Day the Lot is offered. Noble may refuse a Lot without stating reasons before publication, and

after publication solely on the grounds of article 7.1. The Seller confirms the Lot Information before publication; thereafter changes are possible only through Noble and are displayed as a supplement to the Lot.

I.5 Delivery to Noble. If the Seller brings the vehicle to Noble's premises, it delivers the vehicle at the agreed time, with the keys and documents stated in the Lot Information, with at least a quarter tank of fuel or 30% battery charge, and without loose items not belonging to the Lot. Noble signs an intake note stating mileage and visible damage. Article 13.1 applies from intake.

I.6 Vehicle at the Seller. If the vehicle remains with the Seller, the Seller keeps it available for viewing at the viewing times stated in the Lot Information, insures it and bears the risk until handover (article 13.2). The Seller hands over the vehicle only in accordance with article 12.

I.7 Warranties. The Seller warrants what is provided in articles 14.4, 18.2 and 19.1 and furthermore that the vehicle's odometer has not been tampered with, that the VIN matches the registration card, that no current obligations under a lease, rental or financing agreement encumber the vehicle, and that it is not aware of any third-party claims.

I.8 Payment and invoicing. The Seller receives the Purchase Price directly from the Buyer (article 9) and confirms receipt via the Platform within one Business Day (article 9.5). It issues the invoice or purchase confirmation in accordance with articles 9.8 and 21.5. Noble charges the Seller no commission. Costs the Seller comes to owe Noble (articles 18.4, 19.4, 11.3) are invoiced by Noble with VAT and are due within 14 days.

I.9 Power of attorney and RDW. The Seller grants the power of attorney of article 20 and performs the RDW acts of articles 12.3 and 24.10. A Trader keeps the vehicle in its trade stock until handover; a Private Seller keeps the registration in his name and the insurance in force until handover.

I.10 Withdrawal and unavailability. Articles 18.4 and 18.5 apply. A Seller who withdraws a Lot three times in twelve months after publication may be excluded from further consignment.

I.11 Complaints and settlement. The Seller is primarily responsible for complaints about the Lot (article 15.1), cooperates in repair, return and reversal (article 16) and is reachable in accordance with article 19.5. A Trader-Seller reimburses Noble the Buyer's Premium refunded under article 8.4 if the refund was caused by its breach (article 19.4).

I.12 VAT arrangement and export price. The arrangements of articles 24 and 25 are available exclusively to Trader-Sellers. A Seller opting for them declares that it can and will fulfil the obligations described therein, keeps the security of article 24.4 separately available until settlement, and applies for the BPM refund within the statutory period.

I.13 Provision of data and reporting. The Seller provides the data referred to in article 23.4 and keeps them up to date. Noble reports the consideration received in a calendar year to the Dutch Tax Administration and provides the Seller annually with a copy. The Seller is itself responsible for its tax obligations on the sale.

I.14 Liability and indemnity. Article 15 applies. The Seller indemnifies Noble in accordance with articles 15.6 and 18.6.

I.15 Duration and termination. Admission as Seller is for an indefinite period and ends in accordance with article 3.6. Pending Lots and Purchase Agreements are settled after termination in accordance with these terms.