

# ENROLLMENT CONDITIONS FOR THE JOURNAL FOR SALVAGE TENDERS

ON JANUARY 1, 2023

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1. Purpose :

The journal for salvage tenders is only available through the INFORMEX Web portal and is accessible every working day and Saturday from 7am to 10pm.

2. Duration of the subscription :

The subscription is for an initial period of 12 months and is renewed by tacit agreement.

3. Enrolment conditions :

The subscription will be effective after receipt of:

- The application form completed and signed by the head of the company (as mentioned in the statutes of the company).
- A double-sided copy of the ID card or passport of the head of the company (as mentioned in the statutes of the company).
- A copy of the statutes of the company.
- Any document which can prove that the company operates its activities at the address mentioned on the application form, for example, a rental agreement, an electricity invoice, ...
- The payment of a guarantee of € 5.000 on the account IBAN BE90 2100 8788 0032 BIC GEBABEBB of INFORMEX.

The customer has an intra-community VAT number and operates his business in the automotive trade sector in the European Union.

The customer respect all requirements regarding Intra- Community VAT in his country, with respect to Informex bills, as well as potential purchases of vehicles from Belgian companies via the Informex Vehicle Online website.

INFORMEX reserves the right to limit the access to the salvage tenders website, or to request the payment of a guarantee, in order to ensure a proper use of the salvage tenders website.

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4. Payment conditions:

The INFORMEX invoices are payable upon receipt by means of a European Direct Debit on the INFORMEX bank account or by wire transfer to the Belgium account IBAN BE90 2100 8788 0032 - BIC GEBABEBB at the latest 30 days end of the month.

In the event of overdue payment, an interest will be charged, based on the rate provided for by the Law of 2 August 2002 on the prevention of late payments in commercial transactions or any other law with the same purpose, which would replace the latter.

In addition a fixed and immutable sum of 15% of the amount of the invoice excluding VAT, with a minimum of € 150, by way of damages, plus € 8,17 for all correspondence sent by Informex to obtain the payment of the outstanding sums will be due.

5. Suspension:

INFORMEX reserves the right to suspend the access to the services of the journal for salvage tenders for any incorrect information given at registration which would undermine the proper functioning of the salvage tenders website and its objectives.

In case of late payment or non-functioning of the direct debit, Informex has the right to suspend the services of the journal for salvage tenders, including the collection of tenders and access to the salvage tenders website. The services will only be renewed after payment of the invoices and the deposit of a sum corresponding to the last three months of invoicing with a minimum of € 500, which will be refunded upon termination of the contract with the Customer, provided that all its obligations towards INFORMEX are fulfilled.

In case of no systematic working of the Direct Debit the rate of the annual subscription with no debit will apply.

If the European SEPA Direct Debit systematically does not work, then the amount of the annual subscription without the European Direct Debit will be charged.

INFORMEX reserves the right to suspend the access to its services for maintenance reasons, breakdowns or any other technical necessities.

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6. Termination of subscription:

The subscription can be terminated after an initial period of 12 months, with a notice period of 3 months, which INFORMEX must receive by letter, fax or e-mail.

The guarantee of € 5.000 will be returned to the customer, in the month following the end of the contract, net of any amounts due to INFORMEX.

In case of an anticipatory termination (e.g. a termination before the end of the initial period of 12 months), INFORMEX will demand a compensation in proportion to the number of months remaining.

7. Miscellaneous:

All price changes will be published on the salvage tenders website. The new prices will be effective on January 1 following the publication on the salvage tenders website. A Customer, who does not accept the new prices, has the right to terminate the contract with INFORMEX, without any penalties, provided he notifies his decision to INFORMEX within 20 days following the publication of the new prices.

INFORMEX owns a set of intellectual property rights relating to databases and programs used for the exchange among parties. These rights include both the programs and the contents of the databases. The Customer undertakes to take no action that could infringe on the rights of INFORMEX. More specifically, he undertakes not to copy, reproduce, distribute or modify the application, information or the photos, etc. ... during the whole duration of the application of tenders, used by INFORMEX or accessible through its website, for any reason, other than the use of the INFORMEX services. Any infringement will result in the suspension of the INFORMEX services.

INFORMEX reserves the right to change the current terms and conditions at any time, namely to adapt them to the changes of proposed services to customers, technical evolutions, or the law. The modification of the General Conditions is done through a notice published on the salvage tenders website, which contains the text with the new general terms. In case of change, the new terms take effect on the date specified in the notice. The Customer who does not accept the new terms and conditions shall be entitled to end the contract with INFORMEX, without any penalty, provided he notifies his decision within 20 days following the publication of the new conditions on the salvage tenders website.

In case of dispute, only the courts of Brussels are competent.