

AUCTION RULES FOR VEHICLE ORDERING

These Rules are intended to govern the conduct of auctions for the ordering of vehicles on the <https://auction.mkauto.lt> website and the rights and obligations of all Parties (the Rules).

These Rules shall also constitute the Contract binding on the Auction Participant/Winner, the Organiser and the Supplier for participation in the Auction and in the event of winning the Auction, i.e. for the ordering and purchase of vehicles. The Rules shall be binding on and shall apply to the Participants, the Winner, the Purchaser, the Organiser in the organisation of the Auctions and the Supplier of the Vehicle.

All Auctions on the Platform for the ordering of vehicles are open to natural persons and/or legal entities considered as professional car dealers who are seeking to purchase a vehicle for a business or professional purpose. Any person who falsely claims to be a business person shall bear all the consequences thereof, including but not limited to the fact that such person shall not be subject to the provisions of the consumer rights legislation of the Republic of Lithuania.

The Participant, having read these Rules and the provisions of the vehicle order contract contained herein, shall, before accepting these Rules, submit to the Organiser any comments and/or questions regarding the terms of the Rules (this Contract), if he is unclear about or disagrees with them, in whole or in part, without immediately accepting these Rules. Once these Rules have been approved, the terms and conditions of the Rules will be deemed to be clear and accepted in full by the Participant.

Concepts used in these Rules, their meaning (and other information important to the Parties):

Auction is an auction that the Organizer organizes through the Platform (website) in order to determine the Winner who offers and pays the highest price for the vehicle to be ordered from the Supplier and acquiring the right of priority to sign the Purchase and sale agreement with the specified Supplier at the offered price within the stipulated period.

Auction organizer: Radviliškio autoverslas UAB, legal entity code 171655621, address: Maironio str. 165, Radviliškis, e-mail: auction@mkauto.lt, telephone number: +370 615 88333. If you have any questions regarding these Rules or the organization of the auction, please contact the Organizer using the indicated contacts, but in all cases it is recommended to apply in writing.

Auction Platform or Platform is the website belonging to the Auction organizer, where Auctions are organized, <https://auction.mkauto.lt>.

Participant is a natural person or legal entity participating in the auction who seeks to order and purchase a vehicle for business or professional purposes (i.e. not a consumer). A participant who approves the Rules and participates in the Auction together confirms that he is seeking to purchase a vehicle for the needs other than of his own or his family's.

Winner is the last Participant who offered the highest price for the respective vehicle before the end of the Auction. By participating in the Auction, the winner undertakes to pay the Final purchase price from the moment of the first bid.

Supplier is a person to whom the possibility of ordering the sale of vehicles owned by him is organized through his participation in the Auction.

Parties shall collectively include all entities to which these Rules apply.

Auction deposit is a fee (specified in Appendix 1) which is paid once and then gives the opportunity to participate in all active Auctions (i.e. it is not necessary to pay the Auction deposit separately for each ongoing Auction). The auction deposit is paid once for an unlimited period of time, except for the cases when the auction deposit is either set off as a partial payment for the vehicle sold at the auction in accordance with the procedure set forth in these Rules or is returned to the Participant according to his written request (in this case, the auction deposit paid by the Participant is returned within 7 (seven) working days from the date of receipt of such request). In this case, in order to continue participating in

other Auctions, this fee must be paid again. After paying the new Auction deposit in full, it is possible to participate in all active Auctions without additional payments and/or restrictions.

Auction winning fee is the fee (Appendix 1) that the Winner pays to the Organizer in each case when/if he wins the auction, for the Auction organization service. The auction winning fee must be paid immediately, on the same day the Participant became a Winner.

Winning auction success fee or Success fee is the fee paid by the Supplier to the Organizer, specified in the Supplier's Application, which the Supplier pays in the event that a specific vehicle specified in the Supplier's application is sold through the Organizer's Auction platform.

VAT deposit is the fee paid by the vehicle Auction Winner to the Organizer, which is equal to the amount of value added tax valid in the Republic of Lithuania, and which is collected from (paid by) the Winner as a deposit, in the event that the price of the exported vehicle is indicated with included value added tax (called export VAT) (specified in Appendix 1).

Payment notice is a document intended for the payment of the auction winning fee, on the basis of which payment is made to the Organizer. The Auction Participant and/or the Winner, upon receiving the Payment notice, pays the amount specified therein and in these Rules to the Organizer by the deadline and details specified in the Notice. Payment must be made on the same working day when the Payment notice was received, unless otherwise provided in these Rules. The Organizer, upon receiving payments from the Winner, distributes the received payment in accordance with these Rules.

Starting price is the amount that the Organizer announces for the vehicle on the Auction Platform before the start of the Auction and from which the bets (bids) of the Auction Participants start. The starting price does not mean the minimum selling price.

Minimum selling price is the price below which the Auction is considered not to have taken place, unless the Supplier agrees to sell the vehicle at a price lower than the minimum price. The Participant who offered the highest price is informed separately in writing about the fact that the Supplier agrees to sell the vehicle for the minimum price offered.

Final purchase price is the highest price offered for the vehicle during the Auction, which the Winner undertakes to pay. This Final purchase price is inclusive of the applicable VAT (value added tax) and other taxes, if they are indicated at the offered price. When it is indicated separately in the advertisement, the price of the vehicle transportation service is additionally added to the Final price.

Start of the auction is the moment when the Organizer starts the Auction for the sale of the vehicle, on the Auction Platform, and the Participants can start submitting bids (making bets). Auction Participants are not informed separately about the start of the Auction, and they follow the information on the Auction Platform themselves, therefore the Organizer is not responsible for this.

End of the auction is the moment, specifying the date and time, when the time set for the Auction ends and the highest bet (bid) for the vehicle is recorded. If a bid is not placed within the time set for the Auction of that particular vehicle or if it does not exceed the Minimum selling price limit, then the Auction is considered not to have taken place and the conditions specified in the concept of Minimum selling price provided for in the Rules are applied. The end time of the Auction is extended by 1 (one) minute if at least one bid has been made in the last 59 (fifty nine) seconds.

Delivery term is the delivery term during which the vehicle will be delivered to the delivery (destination) location specified in the Auction announcement. If the place of delivery (destination) of the vehicle is not indicated in the Auction announcement, then the place of delivery (destination) will be considered the place of performance of the Organizer's activities specified in these Rules.

Purchase and sale agreement is a vehicle purchase and sale agreement (which is presented as Appendix 2 of the Auction Rules), the draft of which is attached to these Rules and which is concluded directly by the Vehicle Supplier and the Auction Winner of that specific vehicle. The vehicle is sold to the Winner only after the Parties properly fulfil all their obligations stipulated in the Rules within the deadlines specified in the Rules. An inseparable appendix to this purchase and sale agreement is the vehicle acceptance and transfer deed (Appendix 3), the form of which is attached as an appendix to these Rules.

GENERAL CONDITIONS

These Rules obligate all Parties to comply with the conditions stipulated therein. The Rules are considered a contract and apply to the Organizer, Supplier, Winner and Participants. The Rules regulate the relations between the Organizer, the Supplier and the Participants, related to the use of the Platform, the operation of the Auction, the organization of the payment for the vehicle won during the Auction, for participation in the Auction/s and other payments, their procedure, the conclusion of the purchase and sale agreement and other related issues. The provisions of the Civil Code of the Republic of Lithuania and the legislation of the Republic of Lithuania apply to the Auction to the extent that such relationships or rights and obligations are not provided for in these Rules.

By approving these Rules, the person clearly confirms that he has read, understood and agrees with all the conditions set forth in these Rules. If you do not agree or have questions about the Rules, you must contact the Organizer in writing before approving the Rules. Upon approval of these Rules, it will be considered that the terms are clear and the Participant has agreed to the terms, i.e. it will be considered that the contract for participation in the auction/s and all rights and obligations arising therefrom according to these Rules has been concluded between the Parties.

PARTICIPATION IN THE AUCTION

Any able-bodied natural person who seeks to purchase a vehicle for business or professional purposes (i.e. not for consumption) or a legal entity who has registered on the Platform and paid the Auction deposit fee and has read and approved these Rules (and who has not been removed from the Platform) can participate in the Auction.

The Organizer unilaterally has the right to prevent access to the Platform or to suspend the Participant if he does not comply with the Rules or has violated these Rules in the past, or the Organizer has reasonable doubts about the Participant's solvency and transaction transparency, or the Participant has not paid the Auction deposit fee or for other objective reasons.

In order to participate in the Auction:

1. register on the website <https://auction.mkauto.lt>;
2. confirm your email address and phone number and
3. pay the auction deposit;
4. at the separate request of the organizer, the legal entity must provide a copy of the company's registration certificate.

After performing all these steps on the website specified in the Rules above, the visitor confirms that he is not a user and becomes an Auction Participant in the sense of these Rules. Such a person has the right to place bets (bids) in any active Auction of his choice. After paying the Auction deposit, the participant will be able to place bets. The Participant's account is activated within 24 (twenty-four) hours from the moment of receipt of the full amount of the Auction deposit (i.e. the moment of receipt of money, this is the moment when the money is credited to the Organizer's bank account).

VEHICLE AND ITS DESCRIPTION

The vehicle can be identified by the advertisement specified on the Platform and all the information provided in it. Information about the obvious defects of the vehicle is provided in the photos, and information about defects not visible in the photos is given in the description section. The Supplier of the vehicle is solely responsible for the information provided. If the vehicle basically does not correspond to the information specified in the advertisement (i.e. there are essential defects and/or essential deficiencies that were not foreseen in the advertisement), the Winner has the right to refuse to enter into a purchase and sale agreement about this, by informing the Organizer in writing on the same working day. In this case, the entire amount paid for the vehicle and the Auction winning fee is returned to the Winner.

The vehicle must be inspected and thoroughly examined by the Winner before the conclusion of the purchase and sale agreement (Appendix 2). The organizer recommends that the inspection be carried out at a specialized car service. The vehicle is sold in the condition it is in at the time of signing the purchase and sale agreement (Appendix 2). The winner assumes full responsibility for the inspection and check of the purchased vehicle and confirms that he has been given a recommendation for a detailed inspection in accordance with the attached used vehicle inspection rules (Appendix 4 of the Auction Rules).

AUCTION PUBLISHING

The auction is published by placing the information about the vehicle provided by the Supplier, also specifying: Starting price, Auction duration: auction start and end time, information about the vehicle, photos of the vehicle, delivery deadline, transportation cost, taxes, etc. If the Participant lacks information that would lead to his decision regarding the purchase of a vehicle or participation in that particular vehicle Auction, then he, before placing any bet (price offer), addresses additional questions regarding the vehicle to the Organizer verbally and in writing. After the participant has placed the bet, it will be considered that the information provided is sufficient for him to make a decision, i.e. all essential information about the vehicle is presented, which allows the Participant to make a decision to participate in a specific Auction, make bets and other actions, with all the resulting legal consequences.

Neither the Organizer nor the Supplier can change or add information about the vehicle when the announcement about the sale of the vehicle is published through the Auction. Failure to provide information does not mean the provision of false information only if the information not provided is related to the advantages of the vehicle, but not the disadvantages, or failure to provide essential information about the vehicle. If the Participant lacks information about the Vehicle in order to make a decision on its purchase, the Participant must contact the Organizer in writing before placing any bets as specified in these Rules.

The type of auction is to be chosen by the Participant from the following possible auction types:

1. **Auctions** is a type of Auction during which Participants compete with each other in order to order and purchase a vehicle, offering the highest price for it through the Internet Auction Platform.
2. **Buy Now** is the type of Auction when the price of the vehicle is fixed, recorded in the note "Buy Now". The price does not change, i.e. it can neither increase nor decrease. After ordering a vehicle through the "Buy Now" auction type, the Participant is subject to the same rules (Vehicle Order Auction Rules) as if the Participant wins the auction, i.e. after ordering a vehicle through a normal auction ("Auctions" type).
3. **X-BID auction type** is the type of Auction, when the Participant submits the highest price offer, which cannot be cancelled. Bids are accepted from the beginning of the Auction until the end of the Auction. The Auction Participant who offered the highest price will be informed personally, but no later than within 5 (five) working days from the end of the Auction. Participants who submit lower bets in this case will not be notified. The highest bidder will be subject to the terms of the Winner's Rules.

All types of Auctions are organized online through the <https://auction.mkauto.it> Auction Platform. In the case of any of the specified types of Auction, the Organizer announces the Initial Price and duration specified in the Auction in each case separately, publishing such information on the Platform at the description of the relevant announcement, which is provided by the Supplier.

AUCTION PROCESS AND ANNOUNCEMENT OF THE WINNER

The auction is considered to have taken place if at least one Participant submits a bid in accordance with the rules and if the minimum selling price is reached. In certain cases, the Organizer has the right to recognize that the Auction has taken place even if the minimum sale price has not been reached (when the Supplier agrees to sell the vehicle for less than the minimum sale price).

Two Bidders cannot submit the same bid for the same vehicle. The Participant who first submits a price offer through the Platform is considered the Participant who submitted the bid. The latest price bid will be indicated next to the description of the vehicle in question. The bid amount is also reflected in the colours green and red. Green means my bid is the highest, red means my bid is not the highest. Also, the arrows visible next to the prices point upwards. A red arrow means that the minimum selling price has not yet been reached. A yellow arrow means that the minimum selling price is almost reached. A green arrow means that the minimum selling price has been reached.

If one Participant offers a higher price, each Participant has the right to increase its bid price again. The participant whose last offered price is the highest sees the final offered price on the platform in green, and if his offered price is not the highest, he sees the final offered price on the platform in red.

3 (three) ways to bid:

1. pressing the button ("hammer") raises the price by the amount of EUR 50.00 (fifty euros and 00 cents) with each click;
2. in order to submit a bid with an amount greater than EUR 50.00 (fifty euros and 00 cents), you can manually enter it in the box next to the "hammer" button and confirm it.
3. Automatic bet: after manually entering the desired highest offered price in the box next to the button ("automatic bet"), in this case, the system automatically increases the price only when another participant increases the offered price and only to the extent that the Participant's price is higher than the price previously offered by another participant (i.e. the amount of EUR 50.00 (fifty euros and 00 cents)). The price raised in this way cannot and does not exceed the amount indicated by the Participant.
4. The Participant must be careful and responsible, because after entering the price and confirming it, it will be submitted and will bind the Participant. The Participant assumes all the risks of his mistakes due to the submitted offered price, therefore, before choosing the bid method and amount, the Participant must once again make sure that he specified the exact amount he wanted and only then press the "submit" button. If the Participant has any questions, he must contact the Organizer in writing before submitting an offer (bid).

If a new bid is submitted less than 1 (one) minute before the end of the Auction, the Auction is automatically extended for another 1 (one) minute. Such number of extensions is unlimited and continues until no new bid is submitted 59 (fifty nine) seconds before the end of the Auction.

The start and end time of the auction is defined in the "Terms and their meaning" section of these Rules.

The participant who submitted the highest price offer at the end of the auction is considered the winner of the auction.

The organizer has the right unilaterally, at any time, to terminate the Auction by indicating an objective reason for the termination of the Auction.

Recognition of the auction as not having taken place, i.e. The organizer has the right to recognize the Auction as not having taken place in the following or one of the following circumstances:

1. No Participant participated in the auction; and/or
2. The winner did not conclude the purchase and sale agreement (Appendix 2) with the Supplier within the period stipulated in the Rules;
3. The Winner does not pay the won car and the Winner's fee to the Organizer for more than 1 working day and/or does not perform other actions and/or does not submit documents in accordance with the procedure and/or conditions set out in the Rules; and if
4. Due to technical problems during the Auction, the Organizer cannot determine the Winner; and if
5. The minimum selling price was not reached; (and the supplier did not agree to sell for less than the minimum selling price) and/or
6. The court recognized the results of the Auction as invalid.

After the announcement of the Auction Winner, the Parties are bound by legal relations:

After announcing the winner of the auction, it is considered that the Participant has chosen the vehicle and, having decided that he wants to purchase it according to its description in the announcement, participated in the auction, placed bets and won the auction for the order of this vehicle. The Participant decided to purchase this vehicle (the description of the vehicle is provided in the Auction publication), and if he wins the auction, he is given the opportunity to first inspect the vehicle in accordance with the terms and procedures provided for in the Rules and, after determining that it corresponds to the information provided in the announcement, in accordance with these Rules and the established terms, conclude a purchase and sale agreement (Appendix 2) with the Supplier.

The vehicle won by the Auction Participant belongs to the Supplier, who has undertaken to sell the vehicle to the Auction Winner under the conditions specified in these Rules and its appendices for the highest bid price at the auction.

After the end of the Auction and in the case of a Winner, the Winner is obliged to pay the Auction winning fee to the Organizer within 1 (one) working day, specified in the Auction Rules Appendix 1, and the full final price of the vehicle.

If the Winner does not pay the Auction winning fee within the specified period, the Auction winning fee will be deducted from the amount of the Winner's auction deposit without a separate notification.

THE PRICE OF THE VEHICLE, PAYMENT PROCEDURE AND DEADLINES AND OTHER PAYMENT CONDITIONS

The price of the vehicle is always quoted without VAT, unless otherwise stated in the Auction advertisement of the specific vehicle next to the price.

The final purchase price shall include the highest price offered per vehicle for that particular vehicle plus the cost of transport, except where nothing is indicated in the "Transport" section of the ad.

When purchasing a vehicle that may be subject to 0.00 (zero) VAT, and which requires export from the state of Lithuania, before picking up the vehicle, the winner will be required to pay the Organizer a deposit in the amount of VAT (Appendix 1) until the relevant supporting documents are submitted confirming completed export procedure (which are specified in Appendix 5 of the Auction Rules). After the organizer receives the supporting documents, the deposit will be returned to the bank account specified by the Winner within 3 (three) working days.

The starting price of the vehicle does not mean the minimum selling price of the vehicle. Starting price is the amount from which bets start (bids are made). What is considered the Initial Price, Minimum Selling Price and Final Purchase Price is provided in the "Terms and Their Meaning" section of these Rules.

Additional costs related to vehicle ownership registration, as well as all other costs related to vehicle inspection (according to Appendix 4 of the rules) or other costs incurred by the Winner or the Buyer for third parties are covered by the Winner or the Buyer at their own expense, unless the parties separately agree otherwise in writing.

The Organizer and the Supplier may not demand from the Participant or the Winner any additional payments that were not specified in the auction announcement or these Rules.

The parties also agree that, upon request and agreement with the Supplier, the Winner may be provided with additional services at an additional cost, which may include, but are not limited to: vehicle registration, technical inspection, repair, and the like. Additional services and their price are agreed separately between the Parties in writing.

If the winner wants the auction deposit (indicated in Appendix 1) to be credited to the price of a specific vehicle, before the conclusion of the purchase and sale agreement (Appendix 2), he shall notify the Organizer of this in writing. After the parties make this settlement and the Winner wants to place bets for the cars again, the Participant needs to pay the auction deposit again.

At the end of each Auction (unless it is deemed not to have taken place), it is considered that a vehicle order contract has been concluded between the Supplier and the Winner for that vehicle. Later, in accordance with the provisions of this contract, after the Winner has inspected the vehicle, the Parties (Supplier and Winner) conclude a purchase and sale agreement (Appendix 2) with all the necessary documents related to the transfer of the Supplier's ownership of the vehicle to the Winner.

The draft of the vehicle purchase and sale agreement is placed in these Rules (Auction Rules Appendix 2) and the Participant familiarizes himself with them before participating in the Auction. All comments or questions regarding the conditions must be submitted by the Participant in writing and in advance to the Organizer before approving these Rules.

After the Auction has taken place and the Winner has been determined, the Winner receives a Payment notification by e-mail, which indicates the payments to be made to the Organizer and their amount, based on these Rules. The winner makes the payment immediately, but no later than within 1 (one) working day from the date of receipt of the Payment Notification.

All payments made by the Winner are credited in the following order, regardless of the specified purpose in the payment order:

the auction winning fee is covered first (Appendix 1),

in the second place, transportation costs are covered (if such were provided for in the advertisement),

in the third place forfeit is covered (if applicable according to these Rules),

and in the fourth place the cost of the vehicle.

If the winner fails to pay the full final price of the vehicle for more than 3 (three) working days, it is considered that he has refused to conclude the purchase and sale agreement (Appendix 2) without reason and in such a case, without a separate written notification, it is considered that the purchase and sale agreement (Appendix 2) is terminated and the negative consequences of such refusal, provided for in these Rules (in the conditions Liability, etc.) are applied.

After the Organizer has received full payment: the Auction Winning Fee, the full Final Purchase Price within the specified deadlines, the Organizer:

The winner, upon payment of the winner's auction fee and the full final price of the vehicle within the specified period, will be provided with the Supplier's contact details regarding the conclusion of the vehicle purchase and sale agreement immediately, but no later than within 1 (one) working day by e-mail or other means of electronic communication in writing (Appendix 2).

First, when the vehicle is located in Lithuania: in this case, it is indicated in the advertisement and the Winner must come to inspect the vehicle immediately, but no later than within 3 (three) working days from the date of the Winner's determination, and within the same period (without adding extra, but counting those specified 3 (three) working days), in the absence of cases provided for in these Rules, when the Winner has the right to refuse to enter into a purchase and sale agreement (Appendix 2), to enter into a purchase and sale agreement (Appendix 2) with the Supplier in accordance with the Supplier's data provided. The Organizer immediately provides the Winner with information on the inspection of the vehicle and the Supplier's contacts for the conclusion of the purchase and sale contract. The purchase and sale agreement is concluded within 3 (three) working days from the determination of the Winner and is submitted in writing to the Organizer.

Second, when the vehicle is not in Lithuania: The Organizer provides information to the Winner regarding the transportation of the vehicle, the destination place and time, the Supplier's contacts for the conclusion of the purchase and sale agreement (Appendix 2). In this case, the purchase and sale agreement (Appendix 2) must be concluded within 3 (three) working days at the latest from the sending of the Notice to the Winner stating that the vehicle has been delivered to the destination place.

Based on the above-mentioned provisions, when the vehicle is in Lithuania or outside of Lithuania, then in accordance with these Rules, the Winner comes to inspect the vehicle and undertakes to conclude a purchase and sale agreement (Appendix 2) and a deed of acceptance and transfer (Appendix 3) within this deadline:

Within 3 (three) working days from the end of the auction (the day the winner is announced), or within 3 (three) working days from the day of receiving information about the destination place of the vehicle (when the vehicle was transported to Lithuania).

The winner, not being able to come to inspect the vehicle within the specified period, indicates in writing to the Organizer another suitable date, but no later than 5 (five) working days from the day of the end of the Auction (i.e. the day of determining the winner) or no later than 5 (five) working days from the date of receiving information about the destination place of the vehicle (i.e. when the vehicle was transported to Lithuania). If the Winner does not arrive by the specified deadline and does not provide written information about the date suitable for him, the Organizer has the right to **unilaterally, without warning**, recognize that the Winner waives the right of priority to purchase the vehicle. This also applies if the Winner, having indicated in writing another suitable date, does not come to inspect the vehicle at the other specified and agreed upon time. In any case, the Winner who arrives to inspect the vehicle notifies the Organizer about this in writing on the same day of arrival, and if/when the Winner does not do so in time, then the Organizer has the right to unilaterally recognize that the Winner waives the right of priority to purchase the vehicle.

If the vehicle basically does not correspond to the description given in the Auction announcement, the Winner has the right to refuse to enter into a F (Appendix 2) regarding this immediately, i.e. within 1 (one)

working day after the inspection of the vehicle, informing the Supplier and the Organizer in writing without any negative consequences for the Winner and the Organizer. In such a case, the winner must indicate in writing specific material discrepancies and the reason for refusing to conclude a purchase and sale agreement (Appendix 2). If the Winner does not specify specific essential discrepancies and the reason, it is considered that the conclusion of the purchase and sale agreement (Appendix 2) is refused without reason.

The winner enters into a purchase and sale agreement (Appendix 2) with the Supplier only after a detailed inspection of the vehicle and making sure of its condition, quality, compliance with the information specified in the advertisement.

The vehicle is transferred to the Winner in accordance with the concluded and submitted purchase and sale agreement (Appendix 2) and the deed of acceptance and transfer (Appendix 3), the form of which is attached to these Rules.

Vehicle purchase and sale agreement is the purchase and sale agreement (Appendix 2), which is defined in the "Concepts and their meaning" part of these Rules. It is signed between the Winner and the Supplier within 3 (three) working days from the date of determination of the Winner or, in the case when the vehicle is transported to Lithuania, within 3 (three) working days from the date of sending the notification about the destination place of the vehicle to the Winner.

The terms of the purchase and sale agreement are attached to the Rules and the Winner/Participant familiarizes himself with the terms of this purchase and sale agreement in advance (Appendix 2). All comments and/or questions must be submitted by the Participant to the Organizer in writing before approving these Rules. If no comments, questions or comments are submitted in writing, it will be considered that to the Participant (as a future Winner), the terms and conditions of the purchase and sale agreement (Appendix 2) are clear and understandable and he agrees with them and undertakes to comply with them. The subsequent refusal of the Winner to enter into a purchase and sale agreement (Appendix 2) based on the fact that the conditions of the purchase and sale agreement presented in advance and in writing (Appendix 2) are not acceptable to him will be considered an unreasonable refusal to conclude the purchase and sale agreement (Appendix 2).

The Organizer does not intervene in the further process of execution and signing of the purchase and sale agreement (Appendix 2) and in the process of signing the vehicle transfer and acceptance deed (Appendix 3) for the actual transfer of the vehicle to the Winner. The Supplier and the Winner coordinate the signing of these documents independently. The Winner and/or the Supplier shall submit to the Organizer a signed purchase and sale agreement (copy) (Appendix 2) and the transfer and acceptance deed (copy) signed by the Winner and the Supplier confirming the legal fact of the actual transfer of the vehicle (Appendix 3) only for the purpose that the Organizer made payment to the Supplier.

PARTICIPANT/WINNER'S RIGHTS, OBLIGATIONS AND ACKNOWLEDGMENTS

The Participant has the right to demand the return of the auction deposit fee by submitting a request to the Organizer in writing (e-mail), who undertakes to return the paid auction deposit fee within 7 (seven) working days from the date of such decision. Upon receiving the Participant's request for the return of the Auction deposit, the Organizer immediately cancels the Participant's ability to make bets (bids) on the Auction platform. There is only the possibility to login to the auction platform, your account, without the possibility to make bets. In order to place bets (bids), the auction deposit (Appendix 1) is to be repaid.

The Participant submits each Auction price bid (bet) by logging in to the Platform. The bid (price offer) submitted by the Participant **is irrevocable and obligates the Participant to pay the offered price.**

The Participant is aware that when participating in the Auction and offering a price/s for the ordered vehicle, in the event that the price offered by him is the highest and he is recognized as the Winner, the Participant undertakes to comply with all the provisions of these Rules and to conclude a vehicle purchase and sale agreement (Appendix 2) at his own suggested price.

The Participant is also aware that even if the minimum sales price is not reached, if the Supplier agrees to sell the vehicle for the price offered by the Participant, which is the highest, the Participant undertakes to pay it, i.e. in this case, he is recognized as the Auction Winner.

The Participant and the Winner undertake to settle with the Organizer within the established deadlines and conditions and to pay all mandatory payments within the terms stipulated in these Rules.

The Participant and the Winner undertake to follow the terms stipulated in the Rules and fulfil all obligations within the deadlines stipulated in them. Specific deadlines set out in the Rules and compliance with them are essential terms of the Rules.

The Participant and Winner agree and assume the risk of unforeseen defects of the vehicle in the auction announcement, whose repair market price does not exceed EUR 500.00 (five hundred and 00 ct) excluding VAT.

The winner confirms that he knows and understands that before entering into the vehicle purchase and sale agreement (Appendix 2), he must himself verify the conformity of the vehicle with the information specified in the Auction announcement, carefully and responsibly check the vehicle according to the attached Used Car Inspection Rules (Appendix 4) and submit all claims regarding the condition of the vehicle to the Supplier in writing before the conclusion of the vehicle purchase and sale agreement (Appendix 2), but no later than within 1 (one) working day from the day of inspection and check of the vehicle.

The winner is responsible for the inspection of the vehicle (according to Appendix 4 of the rules), an independent actual inspection of the vehicle, an inspection of its condition, carried out before the conclusion of the purchase and sale agreement (Appendix 2), including (but not limited to) technical condition and quality, in order to ensure that the vehicle is suitable for the Winner and meets the Winner's expectations/needs. The winner is aware that the Organizer receives the information from the Supplier and does not guarantee or otherwise ensure the accuracy of the provided information about the vehicle. The Winner and Participant, when purchasing a vehicle based on the information provided in the Auction announcement, assumes the risk of its completeness (and what is not foreseen). The winner, before concluding the purchase and sale agreement (Appendix 2) with the Supplier, checks the compliance of the vehicle with the information provided in the advertisement, quality requirements and other aspects important to him and assumes responsibility if he does not do it within the stipulated time and with insufficient care and attention.

The winner undertakes to carry out an on-site inspection/check of the vehicle (in accordance with Appendix 4 of the rules) and to review all information he deems relevant within 3 (three) working days from the date of receipt of the notification. Appropriate inspection procedures must be carried out before the conclusion of the purchase and sale agreement (Appendix 2). The conclusion of the purchase and sale agreement (Appendix 2) means that the Winner has inspected the vehicle and he is satisfied with the quality and condition of the vehicle. If the Winner does not carry out such an inspection, he assumes the resulting risk for all discrepancies and/or defects that could have been identified during a careful inspection of the vehicle at a garage.

The winner confirms that it is clear to him that the vehicle is a used item and that it or its individual parts are not covered by the warranty.

The winner is also aware and agrees that the Organizer and the Supplier are not responsible for any losses related to possible defects in the vehicle, including (but not limited to) defects that may arise due to the fact that the appearance of the vehicle (including but not limited to for example colour, shade, etc.) does not meet the Participant's expectations or does not match the information about the vehicle provided in the Supplier's advertisement or there are other minor defects not specified in the advertisement and the total cost of repair is less than EUR 500.00 (five hundred and 00 ct) excluding VAT .

ORGANIZER'S REPRESENTATIONS AND RESPONSIBILITIES

The Organizer confirms that the auction will be conducted in good faith, in accordance with the requirements of legal acts and these Rules.

The Organizer is not and will not be held responsible for the Internet or other services provided by third parties to the Participants and/or other persons and their disruptions.

The Organizer will not be held responsible for interruptions in the operation of the Auction Platform, which were influenced or caused by the actions or inactions of third parties.

The Organizer does not compensate the Participants, the Winner, the Supplier and/or third parties for any expenses and/or losses incurred by these entities while preparing for the Auction and/or participating in it. The Organizer also does not compensate or pay any interest for receiving and/or holding funds paid by the Participants (including the Winner).

The Organizer confirms and guarantees that after the Winner has timely and properly fulfilled the requirements of the Rules regarding the payment of the auction winner's fee and the final purchase price of the vehicle, he will be immediately provided with the Supplier's contacts and will be given the opportunity to inspect and check the purchased vehicle at the destination place. If the Supplier does not deliver the vehicle to the Winner at the destination place, it is not the Organizer's responsibility and in such a case, the terms of the Rules relating to the Supplier's responsibility apply.

The parties agree that sending the Organizer's notification about the Supplier or the delivery of the vehicle to the destination place in accordance with the procedure provided for in these Rules means that the Organizer has fully fulfilled its obligations to the Winner in accordance with these Rules.

The Organizer ensures the Supplier that the Auction will be organized and executed in accordance with these Rules, the full price paid by the Winner will be paid to the Supplier within 3 (three) working days of the signed purchase and sale agreement (Appendix 2) and the signed vehicle acceptance and transfer deed (Appendix 3) to the Organizer between the Winner and Supplier.

The Organizer assumes the obligation, before conclusion of the sale and purchase agreement (Appendix 2) to mediate between the Winner and the Supplier due to the defects of the vehicle which are essential and not specified in the Auction ad. After conclusion of the purchase and sale agreement (Appendix 2) and the vehicle acceptance and transfer deed (Appendix 3), all issues regarding the vehicle shall be solved directly between the Winner/Buyer and the Supplier. For the sake of clarity, it is emphasized that in any case, the Organizer performs only the function of the mediator.

The following condition shall be applied only when the vehicle is abroad: the parties agree that the Organizer has the right to not export the Winner's vehicle to the destination place and will not be considered as breach of these Rules/Agreement, if there are or occur or became clear other obstacles (new essential failures, inappropriate documents, etc.). In this case, it will not be considered that the Organizer has violated the Rules or any other agreement binding the parties. The Organizer informs the Winner in writing within 1 (one) working day from the date such circumstances become clear. In this case, the Winner shall be refunded immediately, but not later than within 3 (three) working days, the auction winning fee and the full final price paid for the vehicle.

The following condition shall apply only if the vehicle is abroad and when the Organizer himself transports it to the destination place: the Organizer undertakes to ensure the safety of the vehicle during the specified reservation period (i.e. 3 working days from the date of its transportation to Lithuania), as well as to assume the vehicle's accidental loss risk. The Organizer shall ensure that the vehicle is not mortgaged or otherwise encumbered and/or the ownership rights to the ordered vehicle are not restricted and the Winner's ordered vehicle is not transferred to third parties within the specified period of 3 (three) working days.

The deadlines set out in these Rules for signing of the purchase and sale agreement (Appendix 2) will not be deemed to be missed by the Organizer's fault, the Winner's fault or the Supplier's fault if the purchase and sale agreement (Appendix 2) was not concluded due to the circumstances out of the parties' control, caused by the institutions and/or officials responsible for the issuance of the certificates and/or other documents required for the proper formalization and notarial approval of the purchase and sale agreement in accordance with the procedure established by law. In such cases, the time limit specified in the Rules shall be extended at the Organizer's discretion, but no more than for 60 (sixty) calendar days, in accordance with the principle of reasonability. If the circumstances preventing the conclusion of the purchase and sale agreement (Appendix 2) do not change within the extended period, the Winner shall have the right to a) agree on an extension of the deadline for signing the purchase and sale agreement (Appendix 2) for a period acceptable to the Winner b) refuse to sign the purchase and sale agreement (Appendix 2).

It is clear to all parties that the Organizer acts only as an intermediary and is responsible exclusively for the organization of the Auction process.

SUPPLIER'S WARRANTIES, CONFIRMATIONS AND RESPONSIBILITY

The Supplier whose vehicles are Auctioned shall provide guarantee that his vehicle(s) is(are) not pledged or seized, and there is no dispute over it/them in court or arbitration, and it/they are in line with the information given in the Auction or advertisement.

The Supplier shall ensure that the vehicle's advertisement contains correct information, all essential defects, if any.

The Supplier undertakes to grant the right of priority on the specified terms for the Winner to purchase the vehicle within the terms and procedures specified in these Rules.

The Supplier undertakes to pay the success fee of the Winning auction to the Organizer within 1 (one) working day, in the event that the vehicle specified in a specific Supplier's application is sold through the Organizer's Auction Platform.

The Supplier undertakes to reserve the vehicle to the Winner 3 (three) working days from the date of becoming the Winner or from the date on which the Winner is sent the information about the destination place of the vehicle (in cases where the vehicle was transported to Lithuania). The Winner shall be entitled to the priority right to purchase the vehicle during the specified term.

The Supplier has the right to refuse to sign the purchase and sale agreement (Appendix 2) in the following cases:

1. The Winner does not comply with the requirements set out in the legal acts of the Republic of Lithuania and/or these Rules;
2. The Winner is represented by a natural person who has not provided the necessary evidence of his or her authorization;
3. There are other circumstances that prevent the Supplier from establishing a business relationship with the Winner.

The Supplier confirms that it is clear to him and he confirms that the Organizer is not responsible for any obligations taken by the Winner and failure to fulfil them and/or improper execution. The Organizer is also not and will not be regarded as responsible for the execution of the purchase and sale agreement (Appendix 2), neither to the Supplier nor to the Winner (Buyer).

The Winner and Supplier, after having fully executed the conditions of these Rules, shall conclude the sale and purchase agreement in accordance with its draft attached to the Rules (Appendix 2). The Supplier has the right not to enter into the purchase and sale agreement (Appendix 2) if the Winner for more than 5 (five) working days after the dispatch of the notice about the Supplier or the vehicle's arrival at the destination place (if the vehicle was transported to Lithuania) did not contact the Supplier in writing and did not sign the purchase and sale agreement (Appendix 2) or did not submit it using the contact details, requisites and within specified deadline given in the e-mail.

RESPONSIBILITY OF THE PARTIES

In the event of a delay in paying the amounts provided for in these Rules and payments within the specified terms, the default interest shall be automatically calculated. In the case of being late to make full payment for more than 3 (three) working days will be considered to be a material breach of the Contract (Rules) and the transport order agreement shall be terminated due to the fault of the party who failed to pay in due time without a separate written notice, unless the parties agree separately in writing.

The party that is late in making any payments according to the Rules pays to the other party fine of 0.2 (two tenth) percent per day, calculated from the total full Final vehicle price.

If the Winner fails to pay the full Final purchase price of the vehicle for more than 3 (three) working days, the Winner shall be deemed to have refused to enter into the purchase and sale agreement (Appendix 2) without cause, in which case, without a separate written notification, the purchase and sale agreement (Appendix 2) shall be deemed to have been terminated and a penalty for such termination of the purchase and sale agreement (Appendix 2) shall be applied (a fine equal to ten (10) per cent of the full Final purchase price). In all cases, the Winner must pay this amount to the Organiser within 5 (five) working days of the date of termination.

If the Winner refuses to enter into the purchase and sale agreement (Appendix 2) on the fault of the Supplier in accordance with these Rules, no fine or other penalties are applied to the Winner.

In any case, if the Winner fails to conclude the Purchase and sale agreement (Appendix 2) without fault of the Supplier or the Organiser, the Auction winning fee shall not be refunded. In this case, the amounts paid by the Winner may be subject to set-off (deduction) of liquidated damages and other amounts due, with the balance to be refunded within 3 (three) working days.

If the Winner does not agree to comply with the terms of the Rules regarding the payment of the VAT deposit (in the case of export) (Appendix 1) to the Organiser for more than 3 (three) working days from the day of sending of the notification to the Winner, it shall be deemed that the Winner refuses to enter into the Purchase and sale agreement (Appendix 2) without any reason, through his own fault, with the ensuing legal consequences.

The Parties agree that if the time limits set out in the Rules have expired and the Winner, through no fault of the Supplier or the Organiser, fails to conclude and submit to the Organiser the Purchase and sale agreement (Appendix 2) within 5 (five) working days (calculated from: 1) in the case of a vehicle in Lithuania, from the date of identification of the Winner; 2) in the case of a vehicle being transported to Lithuania, from the date of notification of the destination place of the vehicle, within 5 (five) working days), the Winner shall be deemed to have refused to enter into the Purchase and sale agreement (Appendix 2) without reason.

If the Winner refuses to enter into the Purchase and sale agreement (Appendix 2) without a reason or for reasons beyond the control of the Supplier, or if the contract is terminated due to the fault of the Winner, the auction winning fee and the transportation fee are not refunded to the Winner (and if it is not paid, the Winner has the obligation to pay it within 5 (five) working days from the date of such termination of the contract for the reasons specified in this clause). In this case, the Winner is also subject to a 10 (ten) percent deduction from the Final Purchase Price if the vehicle is located in Lithuania or a 20 (twenty) percent deduction if the vehicle is transported to the Winner from a foreign country.

If the Winner refuses to conclude the Purchase and sale agreement (Appendix 2) (or avoids concluding it for more than 5 (five) working days without the fault of the Supplier or the Organiser) for reasons other than those provided for in the Rules, a penalty of 10 (ten) percent of the Final Purchase Price will be applied, if the vehicle is located in Lithuania or if the vehicle is transported to the Winner from a foreign country, then 20 (twenty) percent of the Final Purchase Price.

If the Winner does not conclude a Purchase and sale agreement (Appendix 2) with the Supplier within the maximum period of 5 (five) working days, the beginning of which is calculated as above, and does not submit it to the Organiser without the fault of the Supplier and/or the Organiser, then: 1) The Organiser has the right to organize a new Auction for the same vehicle; 2) and the Supplier has the right to transfer the vehicle to other persons without a separate written warning or consent of the Winner. In such a case, the Winner is also subject to the forfeit provided for in these Rules from the Final Vehicle Price, and the Auction Winning Fee and Transportation Fee (if applicable) are non-refundable or offset against the paid deposit (Appendix 1) or other amounts paid, and the balance (if any remains) is returned according to the procedure established in the Rules.

In the event that the Organiser, due to his fault (i.e. not due to the fault and/or inaction of third parties) is late in transporting the vehicle within the specified time to the specified place of delivery (destination), the Winner has the right to demand 0.02 percent in writing within 3 (three) working days from the first day of delay amount of late interest calculated from the amount paid by the Winner for the vehicle for each day of delay. This condition applies only in cases where the Winner pays separately for the transportation of the vehicle and when the Supplier is outside the territory of the Republic of Lithuania.

If the Supplier without reason refuses to enter into a Purchase and sale agreement (Appendix 2) with the Winner, the entire amount of money paid for the vehicle will be returned to the Winner and the Auction winning fee will be refunded.

The parties agree that the Supplier undertakes to comply with all the stipulated conditions (including, but not limited to, the obligation to conclude a Purchase and sale agreement (Appendix 2) with the Winner under the specified conditions, to submit a vehicle for the Auction that corresponds to the information specified in the advertisement, with all necessary documents for the vehicle, etc.) and do not violate them. If the Supplier does not do it properly or does it incorrectly, or not within the specified time limits and without the fault of the Winner, he must pay the Organizer 20 (twenty) percent of the final price of the specific vehicle or any other amount for which he had the obligation to fulfil his obligations, but properly (i.e. under the established conditions and/or deadlines) did not fulfil. The Supplier undertakes to pay the amount of damages specified in this paragraph to the Organizer within 5 (five) working days from the date of the relevant violation (which causes the obligation to pay damages).

If the Purchase and sale agreement (Appendix 2) is not concluded due to the Supplier's fault, in this case the Winner must be returned the entire amount paid for the specific vehicle Auction and the Supplier must reimburse the Winner's other direct expenses or losses, if any. The Supplier is also obliged to compensate all costs incurred by the Organizer as a result of such a situation, including, but not limited to, the costs of legal services.

The Rules, together with additional documents, appendices, regulate the legal relations between the Participant and the Organizer, between the Supplier and the Organizer, between the Winner and the Supplier, as well as between the Winner and the Organizer regarding the Auction process. However, all disputes or questions, as well as all responsibility related to the compliance of the vehicle with the information specified in the Auction Platform announcement (or the Auction), related to the quality of the vehicle are resolved between the Winner and the Supplier in accordance with the Purchase and sale agreement concluded separately by them (Appendix 2). The parties are clearly informed that the Organizer is not responsible for the compliance of the vehicle with the information specified in the Auction Platform or the Purchase and sale agreement (Appendix 2) or other related documentation, for its quality, equipment and other parameters. The Organizer is responsible and assumes responsibility only for the proper Auction process organized in accordance with the requirements of the legal acts of the Republic of Lithuania and these Rules.

OTHER CONDITIONS OF THE RULES

The Participant and the Winner separately confirm that it is clear to him that he himself is responsible for the security of his login data and ensure that it will not be used by any third parties. The Participant and the Winner bear full responsibility if their login data is used by other third parties.

It is explained to the Participant and the Winner that all actions performed on the Auction Platform using his login data obligate and create the same legal consequences for the Participant and the Winner as would have been created if he had performed them himself. Therefore, the Participant and the Winner must take all possible security measures to ensure that their login data is secure and that it is not possible for third parties to use it. In the event of losing technical equipment or login data, the Participant and the Winner must immediately, but no later than within 1 (one) hour, inform the Organizer about this in writing and verbally, with a request to suspend the operation of his Auction Platform account.

SOLUTION OF DISPUTES

Any dispute, disagreement or claim between the Participant, the Winner and the Organizer is resolved through negotiations. If the efforts to resolve the dispute, which is related to the procedure of organizing and conducting the Auction, through negotiations are unsuccessful in resolving it in this way for at least 30 (thirty) calendar days, then the disputes will continue to be resolved in the courts of the city where the Organizer's registered office is located.

If a dispute arises between the Winner and the Supplier, when it is related to the Auction, the interested Party must first contact the Organizer in writing regarding the nature of the dispute and request the Organizer's decision (proposal) regarding the possible way of resolving the dispute. This is a pre-trial dispute resolution (negotiation) procedure binding on the Parties. In this pre-trial dispute resolution procedure, for the Supplier and the Winner, the decision of the Organizer as an impartial party (proposal to resolve the dispute) is final, but not binding, i.e. the Parties can decide whether to follow the Organizer's proposal or not, as a result of which the Parties are guided and, whether or not they follow the Organizer's proposal for the resolution of the dispute, the Organizer is in no way responsible, obligated and is not obliged to compensate any of the Parties for the resulting costs or losses. If the Supplier or the Winner does not agree with the Organizer's decision, any interested party has the right to apply to the court for the substance of the dispute, in accordance with the procedure established by legal acts.

Any dispute arising between the Winner and the Supplier shall be resolved in accordance with the procedure established by legal acts according to the Respondent's place of residence.

FINAL PROVISIONS

All notices are considered duly delivered on the next working day after they are sent to the other Party, if they are sent by e-mail to the addresses and contacts indicated during registration on the Auction Platform. All notices shall be deemed duly served on the same day when they are delivered to the Parties or their representatives under signature.

The parties undertake to notify each other in writing (immediately) of changes in all contacts: telephone, e-mail address, address of their headquarters (place of business), name and/or bank account or other details. All the negative risks and consequences arising from not informing about the changes are borne by the Party that did not properly inform the other Parties about the changes and/or any obstacles to receiving the documents at the specified e-mail addresses (address).

Any changes or additions to these Rules must be made in writing and published in the same manner as these Rules in advance, 10 (ten) working days before their entry into force. The changes cannot be applied to those Auctions that are published and have started before the publication of changes and/or additions to the Rules. All new Auctions published after the published updates are subject to the updated provisions of the Rules. If the Participant or Supplier does not agree with the updated provisions of the Rules, within 3 (three) working days from the publication of the changes to the Rules, they must contact the Organizer in writing and not participate in the new Auctions published after the publication of the updated Rules. Participation in the published Auctions is considered conclusive actions that confirm acceptance of the amended and published terms of the new Rules.

These Rules enter into force from the moment of their approval and are valid until the moment of full fulfilment of the obligations or its termination in the specified cases.

APPENDICES TO THE RULES:

- Appendix 1 – Procedure of amounts of auction deposit, winning auction fee, VAT deposit (for export)
- Appendix 2 – Draft sale and purchase agreement
- Appendix 3 – Acceptance and transfer deed form
- Appendix 4 – Used vehicle inspection rules
- Appendix 5 – Documents confirming the export procedure
- Appendix 6 – Diagram of the sequence (scenarios) of the further procedure of the won Auction.