

General Terms and Conditions for the use of the Lastbilmarkedet.dk Webpage

These are the GTC's for the utility vehicle market of Dansk Transport Forlag A/S, Jernbanegade 18, DK-6330 Padborg, hereinafter referred to as "Lastbilmarkedet.dk".

These GTC's are effective as of 01.04.2009.

§ 1 General

1. Lastbilmarkedet.dk provides a database accessible via the internet, into which any natural person or corporate body (hereinafter "User") can place utility vehicles for sale (advertisements) and wherein utility vehicles can be searched using the search tool, provided by Lastbilmarkedet.dk.
2. These General Terms and Conditions (GTC) are exclusively valid between Lastbilmarkedet.dk and the users of the public part of the database (trucks and utility vehicles) operated by Lastbilmarkedet.dk. Contrary Terms and Conditions of any user are not valid.
3. For the use of the "closed part" solely the General Terms and Conditions for the closed part (GTC) apply.
4. Lastbilmarkedet.dk merely offers the technical requirements in form of the database for the transmission of information (Ads). Lastbilmarkedet.dk does not have any influence on the content of the ads. In particular Lastbilmarkedet.dk itself is no vendor of the placed vehicles.
5. Lastbilmarkedet.dk is not involved in the relation between vendors and buyers, neither as an agent nor as a party or representative of a party.
6. Contracts initiated by ads placed in Lastbilmarkedet.dk will be concluded and fulfilled without any participation of Lastbilmarkedet.dk.

§ 2 Specification of services

1. Lastbilmarkedet.dk is liable to provide an input mask for ads, to activate the placed ads and to ensure the accessibility of ads in the Lastbilmarkedet.dk database via the internet for the agreed period of the ad.
2. Lastbilmarkedet.dk promotes the ads placed by the user in form of various measures, particularly in form of the integration into other websites or other online- or print-media and advertisement for the ads via recommendations in emails. The User agrees that – for the use of the ads in foreign media – the ads can be subject to translation.
3. The right to the use of the Lastbilmarkedet.dk webpage and its functionalities is limited by the state of the art.
4. Lastbilmarkedet.dk reserves the right to temporarily restrict the input option and the availability of ads due to capacity limits or the integrity of the server, or due to technical procedures providing correct or improved services (maintenance). At the same time Lastbilmarkedet.dk respects the legitimate interests of all users, especially by giving preliminary information.
5. Due to maintenance and further development of the online service the use and/or the accessibility to the service can be temporarily limited or interrupted (unforeseen system failures).
6. §§ 12 and 13 of these GTC's stay untouched.

§ 3 Registration and user account

1. The use of Lastbilmarkedet.dk is subject to registration. The registration is free of charge. By registering a contract is concluded between the user and Lastbilmarkedet.dk for the use of the public part of the Lastbilmarkedet.dk Webpage (hereinafter referred to as "User Contract"). An entitlement on the conclusion of a user contract does not exist.

2. Only corporate bodies, private companies and persons with full legal capacity are eligible to register. Minors in particular are not allowed to register at Lastbilmarkedet.dk.

3. In the process of registration all input information has to be complete and correct. During registration the user will enter a valid email address along with a free to choose personal password. The personal password has to be kept concealed and may not be passed on to third parties.

4. The user is obliged to update immediately any changes of personal data in his account.

5. Each user can only register once to Lastbilmarkedet.dk. Simultaneous registrations with multiple user accounts are not permitted. Bypassing this regulation particularly through the use of variant data is prohibited. A user account is not transferable.

6. Lastbilmarkedet.dk reserves the right to fully delete accounts having been inactive for six months.

7. Storing of data: All data provided by customers to Lastbilmarkedet.dk will be stored and processed for the above named purpose. The user does agree with this. Lastbilmarkedet.dk has the obligation to observe data confidentiality.

§ 4 Placing and prolonging of advertisements

1. Each user is eligible to place multiple ads in the public part of the Lastbilmarkedet.dk webpage. Misuse – especially the use of multiple accounts - entitles Lastbilmarkedet.dk to delete the related ads and to extraordinarily terminate the user contract.

2. Placing and prolonging ads are subject to the actual pricelist. There is not restriction to the number of prolongations of an ad.

3. The day the ad is placed or prolonged will not be taken into account for the agreed ad period. The period starts at 0:00 a.m. on the day after the ad is place or prolonged and ends with the end of the last day of the agreed duration. After this period the ad will be automatically removed from the database.

4. Material to the subject terms of contract contents and the ad price are the valid GTCs and the pricelist for the public part of the Lastbilmarkedet.dk webpage for the date the ad is placed or prolonged.

5. Allowed changes within an ad are free of charge during the agreed period and can be conducted with the function "change ad".

6. The user can delete any of his ads at any time. In case of deletion no refund will be given on the already paid ad price.

§ 5 Maturity of advertising fees, payment

1. Payments for an ad is to be made upon the issuance of an invoice. Payments are to be made in advance, i.e. before the ad is placed into the database; a bank collection authorisation upon receipt of invoice is satisfactory.

2. In case the collection fails, the user has to pay all additionally caused expenses unless he was not responsible for the failure.

§ 6 Deletion of advertisements, blocking, cancellation and other measures

1. Lastbilmarkedet.dk is entitled to take the following measures, if there is any evidence for users acting against laws and regulations, against the rights of others or against this GTC's. This also applies in the case Lastbilmarkedet.dk has a legitimate interest (particularly in the case of outstanding payments):

- Deletion of ads or other contents placed on the Lastbilmarkedet.dk webpage
- Issue a caution to users
- Limit the use of the Lastbilmarkedet.dk webpage
- Temporarily blocking of users
- Finally blocking of users

When planning such measures Lastbilmarkedet.dk will respect the legitimate interest of the user concerned, especially if there is any evidence that the violation was not caused by the user.

2. Lastbilmarkedet.dk is entitled to delete ads if their content or layout are not in accordance with these GTC's (in particular the regulations in § 8 No. 1-8) or if they violate laws and regulations or the rights of others. In case of deletion by Lastbilmarkedet.dk the user is still committed to process payments.

3. Lastbilmarkedet.dk is entitled to finally and permanently block users from using the Lastbilmarkedet.dk webpage, in case they have repeatedly or severely violated these GTC's or for any other important reason.

4. Once a user has been blocked he is neither permitted to further use the Lastbilmarkedet.dk webpage, nor is he permitted to newly register.

5. User can cancel their user contract at any time. In this case the user can delete his account on his own accord.

6. Lastbilmarkedet.dk is entitled to terminate the user contract with a period of 14 days. The right to block a user is not influenced hereof.

§ 7 Change of prices / Changes of the GTC's

1. Changes of prices will be published in the pricelist which can be viewed and downloaded from the Internet. Changes in the GTC's will be published on the Lastbilmarkedet.dk webpage and state the specific date when the changes become effective. Changed prices and GTC's will become effective for all ads placed or prolonged after the date specified.

2. Lastbilmarkedet.dk reserves the right to change these GTC's at any time without giving any reason. Users will be informed of the changed GTC's before they place or prolong any ads. The user has to accept the GTC changes in order to place or prolong ads. The user account and the administration of existing ads will remain accessible in spite of the user not accepting the changes.

§ 8 Specifications for contents and format for ads

1. The user has to ensure that a vehicle is placed in the correct category. Only ads concerning the sale of utility vehicles, utility vehicle trailers and automotive and non-automotive, motor-powered machines are permitted.

In detail:

- Utility vehicle market: trucks, hangers, passenger car hangers, trailers, underbodies, pickups, Construction Vehicles and Construction Site Equipment, fork lifts, agricultural vehicles.
- Containers

The placement of any ads aiming at:

- the transfer of utility vehicle sales or leasing contracts
- the purchase of vehicles or any other objects
- sales or the advertisement for software
- the advertisement for services

is strictly prohibited:

2. The user is obliged to give complete and true information concerning the vehicle (esp. initial registration and mileage), the legal relationship towards the vehicle and any other information regarding the ad. The user has to indicate if the vehicle is equipped with a replacement engine. In this case the vehicles actual mileage has to be indicated. Mistakes within the ads, such as typing mistakes, wrong categories etc.) have to be corrected immediately after discovery with the function "change ad".

3. When placing an advertisement it has to be indicated if the vehicle has any unrepaired damages to an extensive degree. Unrepaired damages to an extensive degree are for example damages resulting from a car crash, fire, hail or water of which repair may not be possible and/or would require extensive funds. This does not apply to bagatelle damages, these are to be entered as free text in the field "general remarks". Unaffected hereof is the obligation to disclose known previous damages to an extensive degree.

4. It is not permitted to offer more vehicles in one ad.

5. It is not permitted to offer the same vehicle at the same time in other categories. This is also applicable when the same vehicle is to be advertised by different users at the same time.

6. During the duration of the ad the user should be able to issue a legally effective sales contract for the vehicle offered with an interested party. He should also be able to deliver and assign the vehicle at the time of availability (used vehicles) respectively delivery date (new vehicles)

7. The ads can be illustrated with photographs. The user is obliged only to insert such photographs into the Lastbilmarkedet.dk Database, which are of unrestricted availability to him and which are not burdened with the rights of a third party, particularly not the property rights of a third party. The photographs in use are not to be misleading and have to mirror the actual condition of the vehicle. Pictures from catalogues should be especially indicated by the user.

8. The contents, phrasing and appearance of the advert may not infringe on legal regulations or morality. Tradesmen have to particularly observe the regulations of the danish media law – medielovgivningen – the Regulation

on consumer information on fuel consumption and CO2 emissions from new passenger cars and the pricing regulation. Final prices have to be stated including particularly VAT/Moms.

9. Generally it is not permitted to include links to external websites and other information sources into an ad. Not activated web addresses (URL) and parts of them are also considered as such links. Exempt from this regulations are links inserted in the free text area leading to own externally archived pictures and pdf files as well as multimedia presentations, if they include additional information on the vehicle such as expert opinions, instruction manuals, etc

10. Stating so-called service telephone numbers (value-added service) resulting in excessive telephone charges is also prohibited. In general ineligible are pre-dial numbers such as 0190, 0900.

§ 9 Responsibility for the content of advertisements

1. The user is exclusively responsible for the contents of the ads. Neither the correctness nor the completeness of the contents will be inspected by Lastbilmarkedet.dk. Lastbilmarkedet.dk does not safeguard the correctness and completeness of ads.

2. Lastbilmarkedet.dk excludes any guarantee and accountability if the ads do not comply with legal regulations.

3. In particular Lastbilmarkedet.dk excludes any guarantee and accountability resulting from the fact that purchase contracts initiated or concluded on the basis of a Lastbilmarkedet.dk advertisement are not enforceable by the national law of a country. Same applies if the initiation or conclusion of a purchase contracts should lead to legal or economic disadvantages to either contractual party.

§ 10 Indemnity

The user exempts Lastbilmarkedet.dk of all claims of third parties originating from an infringement of their rights concerning his ad. This also applies to any claims against Lastbilmarkedet.dk being enforced by the general use of the website. Hereby the user will bear all expenses of necessary legal council by Lastbilmarkedet.dk including all court- and lawyers expenses. This does not apply if the user is not responsible for the infringement.

§ 11 Data Base Actuality, cancellation of ads, Administration, Backups

In order to arrange the vehicle search interesting and successful, Lastbilmarkedet.dk strives towards Data Base Actuality. For this reason all ads should be cancelled by the user immediately when the vehicle on offer has been sold or is no more available for any other reason.

§ 12 Vehicle Search and system integrity

1. When searching for vehicles in the Lastbilmarkedet.dk Data Base users are requested only to use the search screen provided by Lastbilmarkedet.dk. Not permitted is the search bypassing the search screen, in particular by using other search software to access the Data Base of Lastbilmarkedet.dk. Noncompliances will be prosecuted by civil rights under the aspect of an intrusion into the established and performed business. Additionally there will be criminal prosecution under the aspect of interference in cognate property rights - ophavsret.

2. Any activities aiming to make the Lastbilmarkedet.dk Website inoperable or to complicate its use, are prohibited. The user is not permitted to take measures resulting in an unacceptable impact on the infrastructure of Lastbilmarkedet.dk. The user is further not permitted to block contents generated by Lastbilmarkedet.dk, to overwrite or modify contents, or to interfere in any other way into the Lastbilmarkedet.dk website.

§ 13 Guarantee

1. If the user is eligible to legal guarantee claims, Lastbilmarkedet.dk is entitled to supplementary performance. This is effected by prolonging the advertising period for the actually placed advert.
2. Lastbilmarkedet.dk is exempt to provide indemnification in case of "force majeure". "Force majeure" applies to all unforeseen or such occurrences whose consequences for the contract performance are not in the liability of any party. Such occurrences include particularly industrial action measures, also in third enterprises, official legal measures, breakdown of communication networks and gateways of other operators, interferences with network operators, other technical interferences. This applies also if these occurrences are in the area of subcontractors or their subcontractors or by operators of subnodal data processors authorised by the supplier. The user has no right to claim in cases where Lastbilmarkedet.dk is not to be held responsible.

§ 14 Limitation of liability

1. Lastbilmarkedet.dk is only liable towards companies for damages, except breach of substantial contractual obligations and only when Lastbilmarkedet.dk, its legal representatives, executives assistants (employees) are accused of deliberate act or gross negligence. In case of breach of substantial contractual obligations Lastbilmarkedet.dk is liable for any culpable behavior of its legal representatives, executives and other assignees.
2. Towards customers Lastbilmarkedet.dk is liable only for deliberate act and gross negligence. In case of a breach of substantial contractual obligations, impossibility of performance by fault of Lastbilmarkedet.dk, Lastbilmarkedet.dk however is liable for any culpable behavior of its legal representatives, executives or other assignees.
3. With exception of deliberate act and gross negligence of legal representatives, executives and other assignees the liability of Lastbilmarkedet.dk is limited to the extent of damages what might typically be predicted for.
4. A liability for compensation of indirect damages, particularly loss of profit, only exists in case of deliberate act and gross negligence of legal representatives, executives and assignees of Lastbilmarkedet.dk.
5. The forementioned exemptions of liability and restrictions towards companies and customers are not valid in case of assumption of express guarantees by Lastbilmarkedet.dk and for damages resulting from life and physical injury or health and also in case of mandatory legal regulations.

§ 15 Copyrights and Usage rights

All Data, information, company logos, wordings, programmes and pictures of the placed ads are subject to copyright. Changes, further processing and use in any media by third parties are not permitted. The rights of users in excess thereof shall remain unaffected. The user is entitled to continually freely dispose of his own data and information

§ 16 Place of performance, validity of Danish Law, Court of jurisdiction

1. If the user is a trader (company) the user contract including these GTCs is in application and interpretation exclusively subject to the law of the State of Denmark. The application of the UN-Convention on contracts for the international sale of goods dated 11 April 1998 is excluded.
2. If the user is a consumer, the user contract including the GTCs is subject to

the law of the Danish State unless it conflicts with any compulsory statutory provisions, in particular regulations on consumer protection.

3. As far as the user is a merchant Sø- og Handelsretten, DK, will exclusively be the court of jurisdiction for all disputes on and with regards to the use of the data base of Lastbilmarkedet.dk. Same applies when the user changes his residence into another country or has no general court of jurisdiction in Denmark.

4. For users who are consumers, the court of jurisdiction of this place of permanent residence is applicable. For all disputes originating from the user contract and these GTCs Sønderborg, DK, ist he additional Court of jurisdiction for all users with permanent residence in Denmark.

§ 17 Severability clause

Should any part of this GTCs be invalid for any reason, the rest of the agreement shall remain unaffected and valid. The invalid regulation is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. Same applies to possible loopholes.