GENERAL CONDITIONS 'TRACKS & TRADE'

These terms of use apply to all users of the Tracks & Trade Platform referred to below as 'the User'.

Version 3.1 dated 28-10-2026

ARTICLE 1. TRACKS & TRADE, INFORMATION ABOUT THE COMPANY

1. Tracks & Trade is a trade name of BAIV B.V., a private limited company located in Nederweert, The Netherlands. BAIV B.V. operates the Tracks & Trade auction platform and is the legal entity responsible for its operation. It is the leading auction platform and network for military vehicles and associated equipment (1914 to 1991).
   It combines historians and technical specialists to facilitate the best possible purchase for its global audience.
2. BAIV B.V. is registered in the Trade Register of the Chamber of Commerce under number 54606837 and VAT number NL851369704B01.
3. Tracks & Trade is a supplier of *Historical Military Heritage* and strives to preserve this historic military heritage in a respectful, responsible, and safe manner for current and future generations.
4. Tracks & Trade attaches great importance to compliance with all legal rules & regulations, including all financial aspects of business transactions in the trading of lots. Tracks & Trade is a registered trade name of BAIV B.V. Throughout these General Conditions of Sale, any reference to 'Tracks & Trade' shall be understood as a reference to BAIV B.V., operating under the trade name Tracks & Trade.

ARTICLE 2. TRACKS & TRADE AUCTION PLATFORM

1. The *Tracks & Trade Auction Platform* (**www.tracksandtrade.com**) is an online platform dedicated to the trading and auctioning of mostly high-quality historic military vehicles and associated equipment. It unites Sellers and Users in a network and provides a one-stop shopping environment for historic military vehicles and associated equipment, on the basis of the online auction. Viewings and private sales of Lots is possible until the auction.
   In connection with the latter, the User should contact Tracks & Trade.
2. These General Conditions apply to anyone who uses the Tracks & Trade platform, within the framework of an auction or otherwise.
3. Tracks & Trade is authorized at any time to modify the Tracks & Trade Platform and/or to take it out of service in whole or in part.
4. Our website is available in nine different languages. Eight translations have been automatically generated using AI technology and are based on the original English text.

While we strive to provide accurate and clear translations, we cannot guarantee that they are grammatically correct or legally equivalent to the original English version.

In the event of disagreements, ambiguities, or differences in interpretation, the English version of the text will always prevail. No rights can be derived from the translations in other languages. Therefore, the terms and conditions available for download are only available in English and will always prevail. If you have any doubts or questions, we recommend contacting Track & Trade.

ARTICLE 3. HISTORICAL HERITAGE; DETAILS CONNECTED WITH THE NATURE OF THE LOTS AND THE TRADE THEREIN

1. The Lots offered on the Tracks & Trade platform are mostly historical military vehicles, including tanks, tracked vehicles, trucks and associated equipment developed and produced for military use. The ownership of vehicles that are armoured or contain (parts of) weapon systems requires an exemption or permit from the government.
2. Users of the Platform should make sure, prior to participating in an auction on the Tracks & Trade Platform, that they meet all the legal requirements for buying, transporting and owning these Lots.
3. In respect of historic military vehicles and associated equipment, it is the rule rather than the exception that the User is unable to take immediate delivery of the vehicle in question for administrative reasons. These administrative reasons often concern the need to apply for exemptions and (export) licenses prior to delivery. In the case of vehicles fitted with (part of) a weapon system, it is not unusual for the administrative procedures to take around six months, or significantly longer depending on the country the User lives in, due to the applicable regulations on weapons and ammunition. In those cases, in which the User does not take delivery of the sold lots by collecting them or having them shipped within six weeks following the end of the auction, Tracks & Trade will charge the User for transport and storage costs.
4. Tracks & Trade can charge the User for these amounts by way of advance payment. Failure to pay these amounts on time not only gives Tracks & Trade the authority to terminate the storage of the purchased lots, but also to rescind the sale contract and claim compensation from the User.
5. If, for any reason, a sold lot is not collected by the User within nine months after the auction, Tracks & Trade is authorized to rescind the contract and claim compensation. The obligation to obtain permits or exemptions on time is entirely at the expense and risk of the User.
6. The maintenance and operation of historic vehicles, given their age and the purpose for which they were developed, require specific tools, knowledge, and experience.
   In view of their age, it is uncertain to what extent the vehicles still function and are original, and whether maintenance products and spare parts are still available.

7. In addition, the ravages of time and modern fuels can lead to the reliability of these vehicles being compromised. A User should therefore always get a good idea of the technical condition of a historic vehicle and form a realistic picture of the originality, condition and reliability of the vehicle concerned.
8. The lots offered on the Tracks & Trade platform are described by or on behalf of Tracks & Trade. Although great care has been taken with the description, and the photos give as true a likeness as possible, an on-site visit is still the best way for a User to get an idea of the condition of the lot. The User acknowledges that lots this old are sold 'as is where is' and it is only possible for Tracks & Trade to determine all possible defects to a limited extent.
9. Historic military vehicles are generally unsuitable for Users who have not fully informed themselves and do not meet the legal, technical, and financial preconditions for owning, storing and repairing and maintaining these vehicles.

ARTICLE 4. REGISTRATION AS USER FOR BIDDING ON THE TRACKS & TRADE PLATFORM

Tracks & Trade performs the registration process for Users to be admitted to the Tracks & Trade Platform. These may be natural persons or legal entities. Tracks & Trade is not obliged to register a Party as a User. It is at the discretion of Tracks & Trade whether or not to admit a Party as a User to the Tracks & Trade platform. Tracks & Trade reserves the right to refuse registration. Reasons for refusal can be that the Party is underage or incapacitated, their identity or other relevant data cannot be sufficiently established, they live in a country to which Tracks & Trade does not export goods or Tracks & Trade believes that there is a risk that the traded lots will be used by the party or its successors in title in contravention of the objectives of Tracks & Trade. Tracks & Trade is not obliged to inform a party of the reasons for refusal.

ARTICLE 5. TRACKS & TRADE ACCOUNT

After registration as a User, the User will receive the login details for their Tracks & Trade Platform Account (the 'account'). The use of the account is strictly personal. The User may not share their account access data with third parties or otherwise enable any other party to use their account.
By registration the User also authorize Tracks & Trade to use his email account for sending auction related and commercial messages.
The account may only be used by the User to conclude contracts for their own benefit through the Tracks & Trade platform. The User must be the ultimate beneficial owner in the account and the use thereof. Any other use will be considered by Tracks & Trade as improper use.
Tracks & Trade is authorized at any time to suspend, limit, condition and terminate the operation of the User's account.

ARTICLE 6. AGREEMENT TO BE BOUND BY TERMS

A User who participates in an online auction on the Tracks & Trade Platform through their account, agrees to be bound by any special conditions stated on the platform for the lot and these General Conditions and terms of use of Tracks & Trade.
The User also agrees to the privacy statement of Tracks & Trade

ARTICLE 7. USE OF THE TRACKS & TRADE PLATFORM

A User who uses the Tracks & Trade Platform must comply with all applicable national, European and international regulations concerning bidding on lots offered for auction.
The User agrees not to take any action that may cause an unreasonable and/or disproportionate load on the Tracks & Trade Platform infrastructure and/or hinder its functionality.
The User is expressly forbidden to reverse engineer, to attempt to obtain the source code or to use any other software or technical aids that could damage the Tracks & Trade Platform, render it inaccessible or circumvent technical control measures.

ARTICLE 8. AUCTION RULES

1. A User that uses their account to participate in an auction on the Tracks & Trade Platform, must follow all directions and instructions of Tracks & Trade. In the event of any situation not covered by these Terms of Use, any dispute between the bidders, or any other irregularities, Tracks & Trade will decide how to proceed, and the User will be bound by this decision.
2. Every bid made by the User via their account is binding upon the User, even if the bid was placed by someone else using that account.
3. Tracks & Trade is authorized to request a deposit from the User as a condition of accepting their bid at the auction.
4. Special terms may apply to an auction of a lot. These terms can be read on the Tracks & Trade platform. By using their account, the User also accepts these terms.
5. Tracks & Trade reserves the right to temporarily or permanently prevent the User from bidding on lots (before, during and after an online auction).
6. Tracks & Trade reserves the right to remove a bid in an ongoing auction if it deems it necessary, for example in the case of possible abuse or fraud or in the case of an obvious error by the bidder.
7. Tracks & Trade reserves the right to remove a lot from a scheduled or current auction. Any bids placed will therefore be removed from the Tracks & Trade platform.

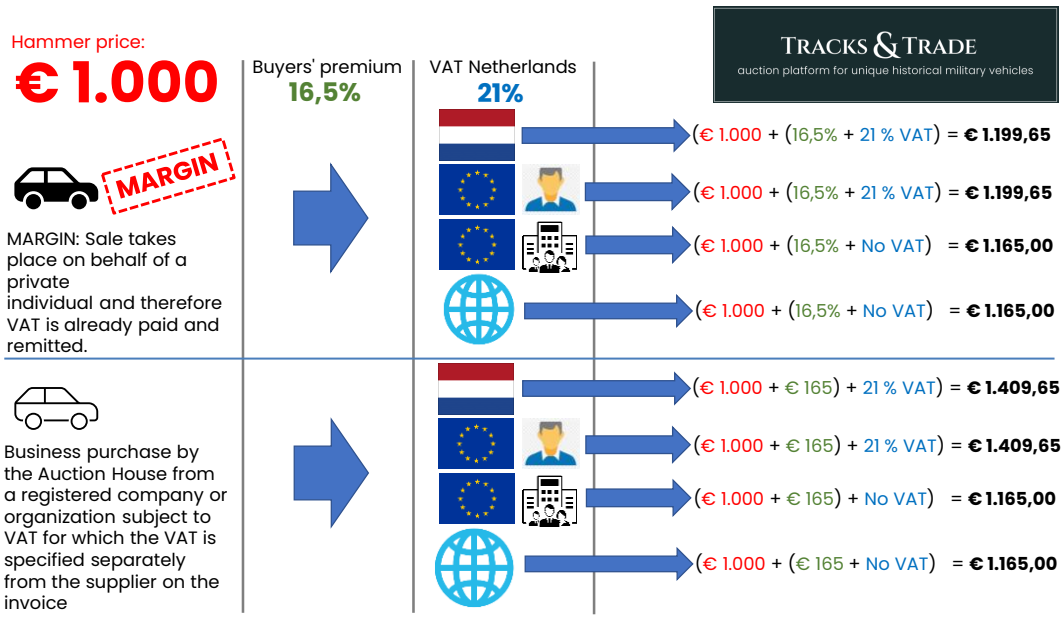
ARTICLE 9. BUYING LOT(S), TAXES & COMMISION

1. If the User is the highest bidder in the online auction and the minimum price of a lot is achieved, a conditional sale contract is concluded with that User. This sale contract is

conditional upon the final award by Tracks & Trade. The right of ownership to be conferred under the sale contract is also conditional, see in this connection the retention of title in Article 11 of these Terms of Use. The period for the final award by Tracks & Trade is three working days from the day after the day of the online auction. If Tracks & Trade informs the User within this period that it will not proceed with the (definitive) award, the contract with the User will be terminated and the User will have no claim for compensation. This period ends earlier if the User has paid for the goods within these three days and has taken delivery of them with the consent of Tracks & Trade.

2. The User buys the goods 'as is where is', i.e. the User accepts the lots unconditionally and, for example, cannot rescind the contract by alleging any mistake. Unless otherwise stipulated, the place of delivery shall be the place where the lots are located at the time of the auction. As a result of the sale contract, the User will owe the following amounts:
    a. The purchase price excluding VAT, being the highest amount as bid on the auction via the User's account;
    b. The sales tax (VAT) owed by the User on the purchase price.
    In respect of lots offered by Tracks & Trade on the Tracks & Trade platform by order of a private individual on consignment, Tracks & Trade will decide, if possible, in consultation with the User, whether the margin scheme can be applied;
    c. Commission or buyer's premium (amounting 16,5%) is charged in accordance with the applicable graduated scale as indicated on the Tracks & Trade platform or available from Tracks & Trade;
3. Turnover tax charged on the commission.

See below an overview as an example



ARTICLE 10. PAYMENT TERM FOR PURCHASE PRICE AND COMMISSION

The purchase price including VAT and the commission including VAT are payable by the User to Tracks & Trade prior to the actual delivery and - except in the case of earlier actual delivery - no later than eight days after the invoice date.

ARTICLE 11. DELIVERY AND RETENTION OF TITLE

1. Delivery of the lots sold via the Tracks & Trade platform takes place from the place where the lot could be viewed prior to the auction, or from such other a place indicated by Tracks & Trade.
2. Tracks & Trade retains title to a lot until all claims that Tracks & Trade has against the User (including any related storage costs) have been paid in full. The User shall not be authorized to sell, deliver or otherwise dispose of a lot prior to the said transfer of ownership. Furthermore, the User is not permitted to pledge these lots or to grant third parties any other right thereto unless and until these lots have been transferred to the User.

ARTICLE 12. STORAGE, STORAGE COSTS AND MAXIMUM DURATION

1. If a sale contract has been concluded with the User, the User must take delivery of the lots purchased within 6 weeks. If the User fails to do this, the User agrees in advance that after the said period of 6 weeks they will owe Tracks & Trade reasonable compensation, to be determined by Tracks & Trade, for the transport and storage of the lots purchased by the User. After 6 weeks, the User is therefore bound by a transport and/or storage contract. The User agrees that the costs related to this will be reimbursed by the User and may be invoiced to the User monthly (in advance). The applicable rates for the transport and storage of a lot can be obtained from Tracks & Trade. These rates are subject to indexation.
2. Tracks & Trade will store the lots in accordance with the relevant duty of care. The stored lots will be insured by Tracks & Trade against risks such as theft and fire. If the User wishes to insure against the risk of theft, damage or loss, the User can do so themselves. In such a case Tracks & Trade shall be informed.
3. Unless agreed otherwise, the maximum storage period shall be nine months from the day of the auction of the lot in question. If the User fails to take delivery of the lot within this period, they will be in default and Tracks & Trade will be authorized to rescind the sale contract with the User and to claim (additional) compensation. From the moment of rescission, the storage contract shall also end.

ARTICLE 13. EU RIGHT TO CANCEL

1. The EU right to cancel can apply to a sale contract concluded via the Tracks & Trade Platform. If you are a consumer residing in a country within the European Economic Area

and you conclude a distance contract with a commercial seller via the Tracks & Trade Platform, you have the right, subject to statutory exceptions, to this cancellation period for certain goods, to cancel a sale contract within 14 days of delivery of the item, without giving reasons. Does this 14th day fall on a weekend or public holiday? In this case, the cancellation period does not end until the next working day. To cancel, the User can use the rescission form and send it to email address **accounting@tracksandtrade.com**.

2. To cancel a sale contract the User should send a written notice to Tracks & Trade within the said cancellation period, in which you make a valid appeal to the EU right to cancel. Under the right to cancel, the User must return the lot (if already received) within 14 days of the notice of cancellation. The lot must be returned to Tracks & Trade with all accessories supplied and, if possible, in its original condition. The full purchase price and the commission will be refunded to the User. However, the User is responsible for the direct costs of returning the lot.

ARTICLE 14. CROSS DEFAULT, RESCISSION, PENALTY, ADDITIONAL COMPENSATION AND SET-OFF

1. A breach by the User of the sale contract also counts as a breach of the storage contract. If Tracks & Trade is authorized to terminate the storage contract due to the User's default, it is automatically authorized to terminate the sale contract concluded with that User, and vice versa.
2. If a sale contract is terminated by Tracks & Trade due the User's default, the User must pay Tracks & Trade a penalty of 10% of the purchase price, excluding VAT. This is without prejudice to Tracks & Trade's right to claim additional compensation from the User in addition to the penalty.
3. The User agrees that this penalty as well as other amounts claimable by Tracks & Trade can be set off against the purchase price, which is to be returned to the User in the event of rescission of the contract or cancellation under the EU right to cancel. Settlement with other claims against the User is also possible

ARTICLE 15. EXCLUSION AND LIMITATION OF LIABILITY

1. The Tracks & Trade platform is offered 'as is where is'. This means that Tracks & Trade does not guarantee that the Tracks & Trade Platform is safe or available at a certain time or in a certain location or with certain (peripheral) devices, including tablets and smartphones. The liability of Tracks & Trade for this is expressly excluded.
2. The liability of Tracks & Trade in connection with the provision and use of the Tracks Trade Platform and/or for any reason whatsoever is limited to direct loss; liability for loss of turnover or loss of profit is expressly excluded.
3. In all cases in which Tracks & Trade is liable, this liability is limited to a maximum amount of € 5,000.

ARTICE 16. AMENDMENTS TO THESE TERMS OF USE, SEVERABILITY CLAUSE

1. Tracks & Trade is authorized to amend or supplement these Terms of Use. The latest Terms of Use are available via the Tracks & Trade Platform and / or the User's account. By using the Tracks & Trade Platform, the User irrevocably agrees to the amended or supplemented Terms of Use.
2. If any one or more terms from these Terms of Use proves to be or becomes unlawful or otherwise unenforceable for any reason, all other terms shall remain unaffected. The User agrees that Tracks & Trade will replace the unenforceable provision with a valid one, which comes as close as possible to the intended purpose of the original. The User agrees to be bound by the valid provision.

ARTICLE 17. LOCATION & COLLECTION

Location of the property is as stated on the Tracks & Trade website. Local collection applies to each lot. Depending on the destination, the User shall obtain an International Import Certificate / End User Certificate. Some of the lots listed in the auction may require special licenses or permits.
For any questions, the User may contact Tracks & Trade by e-mail to accounting@tracksandtrade.com

No lot may be collected without 100% compliance with all legal requirements

ARTICLE 18. APPLICABLE LAW AND CHOICE OF FORUM

1. All legal relationships with Tracks & Trade, including those relating to these Terms of Use and any sale and storage contracts concluded with the help of the Tracks & Trade platform, are exclusively governed by Dutch law. The applicability of the uniform private law of the 1980 UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded
2. Any dispute arising from legal relationships with Tracks & Trade shall be exclusively settled in the first instance by the Court of Oost-Brabant sitting in 's-Hertogenbosch, the Netherlands.

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