

GENERAL TERMS AND CONDITIONS OF USE FOR DACIA VALUE YOUR VEHICLE

The purpose of these general terms and conditions of use (hereinafter referred to as the "**Terms of Use (ToU)**") is to define the terms of use of the "Value your Vehicle" tool, accessible via www.dacia.co.uk/valuation (hereinafter the "**Site**") published by DACIA, a simplified joint-stock company, registered with the Nanterre Trade and Companies Register under number 780 219 897, having its registered office at 122-122 bis avenue du Général Leclerc 92100 Boulogne-Billancourt – France (hereinafter "**DACIA**").

These ToU detail all the steps necessary to estimate the value of a vehicle as well as the conditions under which this service is provided.

THE USER IS REQUIRED TO READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM AND ACCESSING THE SERVICES.

1. DEFINITIONS

"**User**" refers to the User who has made an appointment with a Retailer for a valuation of their Vehicle and navigates the Site made available to them.

"**Retailer**" refers to the establishment that is a member of the DACIA network, participating in the Service offered by the Site, and that may be interested in acquiring the User's Vehicle.

"**Site**" refers to the Dacia site accessible via www.dacia.co.uk/valuation

"**Services**" refers to all the functionalities accessible from the Site.

"**User**" refers to any individual, natural person, using the Site and wishing to have his Vehicle valued, with a view to its possible transfer to a Retailer.

"**Vehicle**" means a used vehicle of any brand, owned by the User for at least 6 (six) months according to the vehicle's registration document.

2. CONDITIONS OF ACCESS TO THE SITE AND THE SERVICE

The purpose of these ToU is to define the terms and conditions for the use of the tool for estimating the value of a Vehicle by the User and for putting a User in contact with a Retailer in this context.

2.1-Conditions of access to the Site

The Site is accessible via www.dacia.co.uk/valuation certain Retailer websites and the My Dacia personal space. It does not require a download.

2.2- Conditions of access to the Service

The Service is offered free of charge to the User and without any obligation to purchase another vehicle.

To use the Service, the User must be:

- a private individual
- owner of a Vehicle of any make, for at least 6 (six) months, who would like to estimate the value of their Vehicle with a view to trading in their Vehicle.

Access to the Service may depend on the age and/or mileage criteria of the Vehicle in force at the time of the User's use of the Service.

In the event that the User's Vehicle is not eligible for an estimate, the User will be contacted using the information provided to the Retailer the User has selected in order to arrange an appointment and that the physical inspection of the Users Vehicle be carried out to establish an estimate the valuation amount.

The User acknowledges that the valuation value of their Vehicle is provided by the Site for information purposes only and that it does not commit the Site, DACIA, or the Retailers.

3. DESCRIPTION OF THE SERVICE

3.1-Vehicle Information

The User must connect to the Site and follow the various steps, described below:

- a) Fill in the registration number of the Vehicle,
or
- b) Fill in the following information about the Vehicle:
 - Year of introduction
 - Month of registration
 - Mark
 - Model
 - Fuel Type
 - Finishing
 - Version
 - Mileage;
- c) Fill in information about the condition of the following items of the Vehicle:
 - Front tyres
 - Windscreen

- Hood
 - Front bumper
 - Left Rearview Mirror
 - Right Rearview Mirror
- d) Select a Retailer;
- e) Indicate whether they are considering the acquisition of a new or used Vehicle.

It is specified that the reliability of the Service depends on the reliability of the information provided by the User.

3.2-Valuation estimate of the Vehicle

Based on the information provided by the User, the Site will provide an estimate of the trade-in value of the Vehicle (hereinafter the "**Estimate**").

Any error, deliberate or unintentional, in the information provided by the User will result in an erroneous Estimate, which therefore cannot be used by the User and the Retailer.

The Estimate is made for information purposes only, in GBP, all taxes included.

The Estimate is given for a Vehicle sold by a private individual to a professional, as is and without recourse, against cash payment.

The Estimate is generally lower than the price that would be possible by selling the Users Vehicle directly to another individual, in order to take into account, in particular, the costs of repair, the resale costs, the warranty fees and the margin of the professional buyer.

If a human or computer error, observed by the Site, should lead to an erroneous estimate of the valuation estimated value of the Vehicle, the Site undertakes to inform the User as soon as possible after the error has been observed.

The Estimate will be sent to the User as soon as possible by e-mail, to the e-mail address that the User has provided to DACIA.

4. VEHICLE SALES PROJECT & USE OF THE ESTIMATE

4.1- Physical Inspection of the Vehicle

In the event of a plan to sell the Vehicle, its inspection by the Retailer is provided online on the Site by the User.

This physical inspection by the Retailer is free of charge.

During this inspection, the User agrees that the Vehicle will be subjected to various examinations, including:

- a paint and engine oil condition check,
- a road test of a distance of up to 30 (thirty) miles,
- analysis of the maintenance history (documented by the maintenance logbook and the corresponding invoices),
- verification of ownership by the V5C vehicle registration certificate ('log book')

At the end of this physical inspection, the Retailer may, at its discretion and expense, and if it deems it necessary, carry out an in-depth mechanical inspection of the Vehicle within a maximum period of 48 (forty-eight) hours after the physical inspection of the Vehicle.

It is hereby clarified that, during the inspection and, if applicable, the appraisal of the Vehicle, the Retailer has full and complete responsibility for the custody of the Vehicle and is fully responsible for any damage it may suffer.

The Retailer remains free not to purchase the Vehicle, in particular in the event that this additional expertise reveals substantial defects not noted during the prior general inspection of the Vehicle.

4.2- Determination of the final trade-in value

The estimate may serve as the basis for the final determination of the trade-in value of the Vehicle by the Retailer for a maximum period of 10 (ten) days after it has been sent.

If the User wishes to sell their Vehicle to one of the Retailers offered by the Site from the postal code indicated by the User, they must physically present their Vehicle to one of the Retailers within the allotted period of 10 (ten) days after sending the estimate by email. During this inspection, the User must provide the V5C vehicle registration certificate in the User's name as well as all the documents requested at Clause 4.1.

Beyond the aforementioned 10 (ten) day period, a new estimate of the valuation of the Vehicle will be required.

This new estimate may be made again on the Site by the owner of the Vehicle, or directly by the Retailer at the time of the inspection of the Vehicle.

A significant difference in any of the information relating to the Vehicle (in particular model, type, version, engine, mileage, colour, options, etc.) between the date of the estimate of the value on the Site and the presentation of the Vehicle to a Retailer for physical expertise, will automatically cancel the estimate provided by the Site and will result in the need for a new estimate.

In terms of mileage, any difference of more than 100 (one hundred) miles between the description of the Vehicle made online on the Site and its actual mileage during the physical inspection of the Vehicle by the Retailer, constitutes a significant difference within the meaning of this clause.

5. AVAILABILITY OF THE SITE AND ACCESS TO THE SERVICES

The Site implements the technical means to ensure the quality of its Services. This is an obligation of means, taken into consideration of technical hazards, so that under no circumstances can the Site guarantee continuous and uninterrupted use.

Access to the Site may therefore be interrupted or suspended or modified at any time.

Maintenance work necessary for the upkeep or improvement of the Services will, as far as possible, be notified in advance by communication on the home page of the Site.

The availability of the Site may still be interrupted in the event of intrusion, hacking, malfunction or request from the authorised public authorities.

6. MODIFICATION OF THE TERMS OF USE

The ToU comes into force as soon as they are published on the Site.

The User acknowledges and accepts that the version of the ToU that is authentic is the one found online and they accept when accessing the Site. The User is therefore required to refer to the version of the ToU online on the date of its access and use in question.

DACIA is free to modify these ToU at any time, in particular in order to take into account any modification as well as any legal, regulatory and/or technical evolution or constraint.

7. USE OF PERSONAL DATA COLLECTED ON THE SITE

DACIA is committed to protecting Users' Personal Data. In this context, the User declares they have read and accepted the information notices relating to the protection of Users' personal data www.dacia.co.uk/data-privacy

8. FORCE MAJEURE

Any event that has the characteristics of force majeure, and results in a malfunction of the Site, cannot engage the liability of DACIA.

The User also agrees to consider that the contractual characteristics of force majeure will take on the characteristics of force majeure, in particular, power cuts, Internet network failures or computer malfunctions ("bugs", viruses, malware, intrusions).

9. INTELLECTUAL PROPERTY

9.1 - Copyright and/or Rights on Designs and Models

The Site constitutes a work of which DACIA designed and developed.

Photographs, texts, slogans, drawings, images, animated sequences with sound or not, as well as any integrated works or any content present on the Site are the property of DACIA or third parties that have authorized DACIA to use them.

Reproductions, on paper or computer, of the Site and the works reproduced therein are authorized provided that they are strictly reserved for personal use, excluding any use for advertising and/or commercial and/or informational purposes.

With the exception of the above provisions, any reproduction, representation, use or modification, by any process whatsoever and on any medium whatsoever, of all or part of the Site, of all or part of the various works and models of vehicles that make it up, without having obtained the prior authorisation of DACIA, is strictly prohibited.

The User must not copy, modify or reproduce, in whole or in part, in any form whatsoever the information and elements appearing on the Site, nor intervene on the Site, nor act in a manner that infringes the intellectual property rights of DACIA and third parties that have authorised DACIA to use them. The use of any intellectual property right of DACIA or of a third party that has authorised DACIA to use it, which is not expressly authorised, is strictly prohibited.

9.2 - Trademark rights

The DACIA name, the DACIA logo, the names of the products and services offered by DACIA, the slogans and logos accompanying these trademarks are, unless otherwise indicated, trademarks registered by DACIA or other companies in the group.

If other trademarks are also mentioned, they are identified by a capital letter and are used by DACIA either with the authorisation of their owner, or as a simple indication of products or services offered by DACIA.

10. OBLIGATIONS OF THE USER

The User undertakes to:

- Provide accurate and reliable information about himself and the Vehicle;
- Use the Site exclusively for personal, non-commercial use;
- not to reproduce, even temporarily and/or partially, the Site and/or the Content by any means and in any form whatsoever;
- not to use software or processes designed to reproduce and/or copy the Content;
- not to adapt, modify, translate, transcribe, compile, decompile, assemble, disassemble all or part of the Site, the Services and/or the Content;
- not to export the Site, and not to merge it with other computer programs;
- not create derivative works;
- inform DACIA if it becomes aware of an act of piracy and/or illegal or non-contractual use of the Site and/or its Content;
- not to remove any copyright, trademark or other indication of reserved rights;
- not to make any unlawful use, contrary to good morals and public order (such as, but not limited to, any content of a racial, pornographic or sexual nature).
- only upload to their personalised space elements relating to their Vehicle and that are not contrary to good morals and public order (such as, but not limited to, any content of a racial, pornographic or sexual nature).

11. LIABILITIES – EXCLUSION OF LIABILITY

11.1 Within the limits of the applicable laws and regulations, DACIA declines all responsibility for the use of the Site by the User and does not give any warranty, express or implicit, as to the speed and/or performance of the Site or as to the use that may be made by the User of the data and/or information accessible via the Site.

In particular, DACIA does not guarantee that the Site will be free of errors, defects or omissions, nor that it will not be subject to damage or attack, in particular viruses, that may cause malfunctions, interruptions of service, breakdowns or loss of data or information.

Access to the Site may be temporarily and periodically suspended for technical reasons, for which the technical teams will make every effort as soon as possible if necessary.

DACIA shall be exonerated from any liability:

- In the event of non-compliance by the User with the provisions of these Terms and Conditions of Use;
- In the event of a malfunction of the Site resulting either from a cause, voluntary or involuntary, attributable to the User or a third party, or from a malicious act, or from the malfunction of a software, smartphone, tablet PC or any other interface/product belonging to the User;
- In the event of legislative or regulatory changes affecting the Site.

In addition, the User acknowledges that as the Site may be provided by communication networks, DACIA cannot be held liable under any circumstances in the event of a malfunction of said communication networks.

11.2 When the User uses the Website, it undertakes to do so in accordance with these Terms and Conditions of Use as well as in compliance with the applicable regulations, in particular the road traffic rules.

The User is fully responsible for the use of the Site and any use of the data/information received through the Site, even when it is not the person using such data/information.

12. APPLICABLE LAW

These terms and conditions shall be governed by and interpreted with English law. You agree to submit to the exclusive jurisdiction of the English courts.

18.2. In the event of a dispute between the User, the Retailer or DACIA, the parties shall first attempt to resolve it amicably before submitting it to the courts.

13. DISPUTES

a) Disputes between Retailers and Users

In the event of a dispute between the User and the Retailer, the latter will endeavour to resolve it amicably (the User must send a written complaint to the DACIA User Relations Department or that of the Retailer).

The Retailers, independent Retailers acting on their behalf and, in their name, are solely responsible to the Users for commitments of any kind made by them, as they are not DACIA's agents.

b) Disputes relating to the services provided by the Site

In the event of a dispute relating to the use of the Site:

The User must contact the DACIA customer services team
www.dacia.co.uk/contact

14. MISCELLANEOUS PROVISIONS

If one or more provisions of these ToU are declared invalid, void or unwritten pursuant to the regulations in force, an evolution or following a final decision of a competent court, the other stipulations will retain their full force and scope, the parties undertaking as soon as possible to put in place a valid replacement provision of an equivalent scope as close as possible to the spirit of these ToU.