

# Gold Parts Marketplace Terms & Conditions

These Terms & Conditions for Gold Parts Marketplace (these “Marketplace Terms”) govern the use of the Gold Parts Marketplace service provided by Supplier. These Marketplace Terms constitute an amendment to, and are a part of, the Ibcos Terms and Conditions to which these Marketplace Terms are attached (the “General Terms and Conditions” and as modified by these Marketplace Terms, these “Terms”). Capitalised terms used, but not otherwise defined, in these Marketplace Terms have the meanings set forth in the General Terms and Conditions. In the event of a conflict between these Marketplace Terms and the General Terms and Conditions, these Marketplace Terms shall govern to the extent of any such conflict.

## Terminology

Dealership	The Customer named on the Gold Parts Marketplace Contract.
Gold Parts Marketplace Contract	The Contract pursuant to which the Dealership is being granted access to, and use of, the Gold Parts Marketplace Contract, which is subject to the General Terms and Conditions, as modified by these Marketplace Terms.
Supplier	The supplier of Gold Parts Marketplace, which is Ibcos Computers Ltd., a company registered in England and Wales with number 01444873 whose registered office is at Abacus House, Acorn Business Park, Tower Park, Poole, Dorset, BH12 4NZ
Parts	Machinery or equipment parts, including without limitation aged, spare or replacement parts, but expressly excluding any “serial numbered” parts, tools, equipment or materials such as chain saws or lawn mowers.
Purchasing Dealership	A dealership that orders Parts through Gold Parts Marketplace
Selling Dealership	A dealership that lists Parts for sale through Gold Parts Marketplace

## Access to and Use of Gold Parts Marketplace

In order to access and use the Gold Parts Marketplace, Dealership must be an active Customer of Supplier and not delinquent on any payments due to Supplier or otherwise in breach of any Contract or these Terms.

Supplier may restrict or suspend Dealership’s access to the Gold Parts Marketplace (and/or remove or delete any postings, listings or other content uploaded or created by Dealership) at any time for any or no reason, including without limitation if Dealership is in breach of any Contract or these Terms. Supplier does not guarantee that the Gold Parts Marketplace, or any content on it, will always be available or be uninterrupted. Supplier may, at its sole discretion, suspend, withdraw or restrict the availability of all or any part of the Gold Parts Marketplace for business and/or operational reasons.

Dealership acknowledges and agrees that Gold Parts Marketplace is only to be used to facilitate the sale of Parts between Selling Dealerships and Purchasing Dealerships. Subject to these Terms, Dealership may create and publish listings offering Parts for sale, and may request to purchase Parts listed for sale, on the

Gold Parts Marketplace. A published listing may not be immediately searchable by Purchasing Dealerships for several hours. A request to purchase Parts only becomes a confirmed order once a Selling Dealership accepts the request. Dealership is responsible for reading the full listing before committing to purchase any Parts. Dealership acknowledges and agrees that no payments for any Parts ordered through the Gold Parts Marketplace shall be made through Supplier, the Software, or the Gold Parts Marketplace.

### Gold Parts Marketplace Fees

There are no licence fees payable for Gold Parts Marketplace.

The following actions can be carried out by Dealership without charge:

- Set up its Gold Parts Marketplace profile
- Create listings of Parts for sale
- Publish listings to the Gold Parts Marketplace central server
- View published listings on the Gold Parts Marketplace
- Order Parts offered for sale through Gold Parts Marketplace

The following actions on Gold Parts Marketplace shall incur a commission fee payable to Supplier for each transaction:

- For all items Dealership sells through its listings published on Gold Parts Marketplace, Dealership agrees to pay a commission fee to the Supplier, which is 9.8% of the final value of each transaction, exclusive of VAT.
- A monthly invoice will be issued to Dealership, showing the fees payable. Terms of payment shall be 30 days from the date of invoice.

For the avoidance of doubt, the fees payable to Supplier in connection with Gold Parts Marketplace shall constitute part of the “Fees” pursuant to the General Terms and Conditions and shall be subject to, without limitation, clause 7 thereof.

### Dealership Representations and Warranties

Dealership represents and warrants to Supplier that:

- It has full right, power and authority to execute and deliver the Gold Parts Marketplace Contract and to perform its obligations thereunder. Without limiting the foregoing, the individual that executed the Gold Parts Marketplace Contract represents and warrants that he/she has received the authority necessary to enter into the Gold Parts Marketplace Contract as a binding agreement on behalf of Dealership.
- It has the unrestricted right to list, market and sell the Parts that it offers for sale through Gold Parts Marketplace.
- It will only list for sale Parts that are, at the time of listing, in stock.
- It will not sell, and will promptly remove, any Parts that are subject to a recall by the manufacturer.
- None of the information or other content included in any of its listings or that it otherwise posts or uploads to the Gold Parts Marketplace is unlawful, false, inaccurate, misleading, deceptive, defamatory, libellous, obscene, harassing, threatening, racially or ethnically offensive, or discriminatory based on race, gender, religious belief, sexual orientation, or disability.

Without limiting the foregoing, Dealership agrees that it assumes full responsibility for the accuracy and content of each of its listings and any other content uploaded or otherwise posted to the Gold Parts Marketplace

The Supplier has no responsibility or liability for the safety or performance of any item that is listed or sold using Gold Parts Marketplace, including any items that are subject to a recall.

### License of Dealership Content

Any content that Dealership posts or uploads to the Gold Parts Marketplace, including without limitation in any sale listings, will be considered non-confidential and non-proprietary. Dealership grants to Supplier a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform any such content in connection with the services provided by Supplier.

### Restrictions on Use

Dealership agrees not to circumvent, or attempt to circumvent, any measures, including any technical measures, used to track and calculate the commission fees payable hereunder. Dealership further agrees not to give or allow access to Gold Parts Marketplace to external companies or other third parties without Supplier's prior written consent. Dealership shall be responsible for any actions taken on its account. Dealership may not copy, disclose, transfer, sell or otherwise distribute any information or content contained within Gold Parts Marketplace (other than information or content that it owns) for any purpose including commercial gain.

### Limitation of Liability

The Supplier looks to offer reliable information relating to Parts available for purchase on Gold Parts Marketplace, but as the content is provided by Sellers the Supplier cannot guarantee that this information will be available or is accurate, complete and up to date. Dealership acknowledges and agrees that Supplier has no responsibility or liability for the content of any listings on Gold Parts Marketplace. For the avoidance of doubt, Dealership further acknowledges and agrees that Supplier has no liability or responsibility in connection with any transaction facilitated using Gold Parts Marketplace, including without limitation the consummation thereof, or the delivery, performance, quality, or safety of any Parts, including without limitation any Parts that are subject to a recall.

In addition to the limitations of liability set forth in the General Terms and Conditions, all express and implied conditions, warranties, representations or other terms that may apply to the Gold Parts Marketplace are hereby expressly excluded. Supplier will not be liable for any loss or damage, whether in contract, tort, breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with the use, or inability to use, Gold Parts Marketplace.

The foregoing does not exclude or limit in any way Supplier's liability where it would be unlawful to do so.

### Indemnification

In addition to any indemnification obligations set forth in the General Terms and Conditions, Dealership agrees to defend, indemnify and hold Supplier harmless against all claims, actions, proceedings, losses, damages, expenses and all costs arising out of or in connection with Dealership's breach of these Terms, or its misuse of the Gold Parts Marketplace.