

# General Terms and Conditions

User of these Terms and Conditions is Quadriga Car Retail nv, hereinafter QCR.

These General Terms and Conditions of sale will always prevail over those that may be used by the contracting partner. If necessary, QCR hereby expressly dismisses the applicability of the contracting partner's general terms and conditions including any specific conditions of the contracting partner. This also applies to the contracting partner's conditions mentioned so far that may have applied in a previous agreement between QCR and contracting partner. Not a single specific reference to contracting partner's own general or specific conditions will be accepted by QCR.

## 1. Conclusion of the agreement

**1.1.** All offers by QCR as far as the models, prices and specifications are indicative and not binding.

Prices given verbally and prices mentioned on price lists and in catalogues are strictly informative and do not commit QCR.

Prices, discounts and/or general terms and conditions may be altered continually and without prior notification.

Price increases or changes to the specifications by the manufacturer or the original supplier may be introduced without prior notification at any time.

Changes in price as a result of government action that effect the sales price will be charged to the contracting partner without providing the contracting partner with a reason to cancel or dissolve the agreement barring other decisions by QCR.

**1.2.** The agreement will have been concluded when the QCR confirms in writing the order made by the contracting partner.

This confirmation may be done electronically, by post, by fax, by telex or otherwise. The acknowledgement of the receipt shall be valid as conclusive evidence.

**1.3.** Additions to and/or deviations from, an agreement are only legally valid, if and after both QCR and the contracting partner have agreed to them in writing.

**1.4.** QCR can only be bound in as far as action is taken by authorised bodies it has authorised as defined in Section 703 of the Belgian Judicial Code. The contracting partner is deemed to verify said authority by consulting the Belgian Bulletin of Acts and Decrees and the Enterprise Crossroads Bank respectively.

The invalidity of an agreement that has been concluded in breach with the previous clause is a relative invalidity that can only be appealed to by QCR but not by the contracting partner.

## 2. Prices

**2.1.** All prices agreed upon between QCR and the contracting partner are stated in Euros and do not include Value Added Tax.

**2.2.** The vehicles are supplied ex works, at the doors of QCR, Bist 12 in 2630 Aartselaar, Belgium. They always travel at the contracting partner's risk whatever the means of dispatch and conditions might be. Freight costs will always be charged to the contracting partner.

**2.3.** Unless it has been expressly otherwise agreed, the transport costs, customs charges, bank charges and any other costs are never included.

## 3. Delivery and cancellation

**3.1.** All proposed delivery times are indicative. The delivery times are based on the manufacturer/producer's schedule at the time of the order. Changes due to shortages of products or product surpluses, technical problems, factory closures, transport delays, strikes, insurgences, war, natural and/or environmental disasters and anything else that has not been included in this limitative enumeration that could alter the delivery date proportionately on which QCR has no influence without the contracting partner having any right of recovery against QCR.

**3.2.** An order that has been accepted by QCR cannot be cancelled unless QCR agrees to the cancellation in writing.

**3.3.** The vehicles must be paid for and collected by the contracting partner within seven days after notification has been given that they are available to the contracting partner.

After the notification, the contracting partner is liable for loss, damage, theft, disappearance, etc. of the vehicles.

As of the eighth day, the contracting partner will be charged for the garage costs ad 25 Euros excl. VAT per vehicle per week, without prejudice to the right to demand recompense for additional damage. This clause applies without prejudice in the event of the aforementioned change of the delivery date defined in sub-clause 3.1.

The fact that the standing costs are due does not affect the risk transfer regarding the contracting partner.

**3.4.** The vehicles will remain the property of QCR and may not be transferred or pawned under any circumstances until the contracting partner has fulfilled all his obligations (to pay). The contracting partner, and/or his haulier, will bear all risks with regard to the vehicle from the moment defined in clause 3.3 subsection.

**3.5.** Inspection of the goods must be carried out by the contracting partner or his haulier at the time of the delivery and the receipt. To be valid, every complaint must be submitted within eight days of receipt and by means of a letter sent by registered post with a record of delivery. No complaints will be accepted after this period. Complaints made verbally are not valid.

**3.6.** If the contracting partner announces that he is to cancel the agreement, it can be done after payment of 40 % of the sales price without prejudice to all other payments that may be prove to be outstanding. The cancellation of the agreement will be brought notice by such things as no (or overdue) fulfilment of his obligation to pay, not collecting the vehicle within the agreed period and by reason of all attitudes of the contracting partner that forces QCR to decide to use the right to cancel.

## 4. Invoices, date of payment, settlements and transfers rights and obligations

**4.1.** The whole sum of the sales price and any additional sums must be settled before the vehicles are collected by, or on commission of, the contracting partner.

**4.2.** The payment shall be paid by means of bank transfer. Other methods of payment are only possible if QCR agrees to those means in writing.

**4.3.** Overdue payment will, by law and without notice of default, result in a interest charge required by contract for delayed payment at a rate of 1 % per current and month that has commenced with the legal rate of interest as a minimum

rate.

**4.4.** The contracting partner is not authorised to settle any amounts he may have to claim from QCR.

**5. Liabilities**

**5.1.** Excepting gross negligence or intention, QCR cannot be held liable for damage of whatever nature, or wherever it might have arisen, including, but not limited to, damage as a result of late and/or faulty delivery or no delivery.

**6. Guarantee**

**6.1.** The standard manufacturer’s guarantee applies to the vehicles (as applies in the country of the original supplier), unless expressly otherwise agreed and confirmed in writing. It is possible that the guarantee is not valid outside the EU, among other things. In this case, the contracting partner shall never be able to address QCR.

**6.2.** QCR can never be held liable for any dispute concerning faults, hidden or otherwise. For this matter, the contracting partner will have a direct claim against the manufacturer, the principle importer and/or importer. The contracting partner commits himself expressly to not take action against QCR regarding this matter.

**6.3.** Clause for the benefit of third parties. The indemnification that is owed by the manufacturer, the principle importer and/or the importer can never exceed the indemnification that QCR has from its supplier.

**7. Value Added Tax – zero rate**

**7.1.** If, in the matter of the transfer of sold vehicles to another member of the European Union and an invoice is drawn up stating that the Value Added Tax is set at the zero rate, the contracting partner is obliged to fulfil all necessary requirements for this matter, in order to create a legal intra-Community transaction. If the contracting partner is a company, this obligation will apply unlimited and severally to the subscriber of the order personally and this is as well as the company he commits by signing the order.

**7.2.** If the application of the Value Added Tax at the zero rate proves to be (subsequently) impossible due to whatever circumstances, the contracting partner and where appropriate, the person who signed the order/agreement for the company-contracting partner at that time is severally indebted for a sum to the amount of the sum that would be due if it were a domestic delivery of the vehicle(s) in question. At QCR’s request, the contracting partner, and where appropriate, the person who signed the order/agreement for the company-contracting partner at that time will be held responsible for paying aforementioned sum to QCR. In that case, the refunding of that sum will first and only take place if the contracting partner has met the aforementioned requirements to QCR’s satisfaction. The contracting partner, and where appropriate, the person who signed the order/agreement or the company-contracting partner at the time, is jointly and severally liable and will be held jointly and severally liable to reimburse QCR for all damage that may arise from the fact that the aforementioned requirements were not met.

**7.3.** The Belgian Tax Administration has an immediate claim against the contracting partner that will exempt QCR for all breaches of that which is defined in clause 7 that are due to the contracting partner.

**8. (Extra)judicial costs**

If the contracting partner does not meet his obligations that arise from this agreement, all (extra) judicial costs, with a minimum sum of 5,000 euros excluding Value Added Tax, will be charged to the contracting partner.

**9. Conversion**

If a provision of this agreement is partially or wholly in contravention of the law of public order or imperative law, this provision will be regarded as unwritten and the remainder of the agreement will still have full legal power. Parties will replace the provision in question as needed by one to the same purpose and effect.

**10. Final provisions**

**10.1.** The legal relations between QCR and the contracting partners will be exclusively governed by Belgian law, with the exception of the Vienna Sales Convention (CISG).

**10.2.** Jurisdiction clause. All disputes that arise from aforementioned legal relations shall be exclusively settled by the Law Courts in Antwerp, namely the Justice of the Peace Court at the discretion of QCR, the Court of the First Instance, the Commercial Court and this is without prejudice to Section 622 and following of the Belgian Judicial Code.

**10.3.** The Dutch version of these General Terms and Conditions is binding and takes precedence in the event that the contents of a translated version do not (completely) correspond with the Dutch version or allow room for another interpretation of it.

**10.4.** These General Terms and Conditions are available at all times from QCR in Dutch, French, German and English. Amendments may be made without prior notification.

**By signing you confirm you have read and understood, and accept the General Terms and Conditions of Quadria Car Retail nv**

Stamp and signature :

Name : .....

Function : .....

Date of birth : .....