

GENERAL SALES TERMS AND CONDITIONS

1. Delivery

1.1 The delivery times mentioned are purely indicative and do not commit the dealership to deliver the vehicle (the « Vehicle ») within that time. Not complying with the delivery time indicated does not allow the customer to terminate the contract concluded between the customer and the dealership (the "Contract") for the purchase of the vehicle (the "Vehicle") and does not grant a price reduction or compensation.

1.2 If the buyer of the vehicle (the "Customer") does not collect the purchased vehicle from the dealership selling the vehicle (the "Dealership") within ten (10) days after receiving the registered letter informing him of the availability of the purchased vehicle, the dealership has the right to consider the sale null and void and to freely dispose of the vehicle sold without prior notice. In addition, in this case the dealership is entitled to claim a sum compensation of 20% of the total price for non-fulfilment of the contract. The dealership is also entitled to demand a sum compensation of 20% of the total price if the customer withdraws from the purchase after the contract has been concluded.

1.3 By signing the contract by both parties, the customer expressly and irrevocably grants the dealership the authority to sign, in his name and on his behalf, all declarations of transfer necessary for the effective cancellation of the purchase and in particular all declarations to the Luxembourg registration office.

2. Property retention

The dealership retains ownership of the vehicle sold until the purchase price, consisting of principal, interest and costs, has been paid in full. In the event of the customer's insolvency, this clause constitutes a retention of title clause within the meaning of Article 567-1 of the Luxembourg Commercial Code.

Cheques or transfer orders are only considered payment within the meaning of this clause if they have actually been cashed. The customer bears the risk of loss, theft, damage or destruction, for whatever reason, from the time the vehicle is handed over; this applies from the delivery of the vehicle until the price of the vehicle sold under retention of title has been paid in full.

Without the express written authorization of the dealership, the customer may not resell the vehicle until the purchase price has been paid in full.

3. Non-payment

3.1 If the Customer does not pay the vehicle in full (principal, interest and costs), the dealership may, after a payment request sent by registered letter to which no response is received within five (5) days, consider the sale null and void. In this case, the dealership may keep the vehicle or, if necessary, recover it and/or have it sold for its benefit by any legally permissible means, including private sale. The advance payments made by the Customer will be retained by the dealership as contractual damages. If the proceeds from a sale in Favor of the dealership are insufficient to pay the Customer's debts (principal, interest and costs), the dealership may take legal action against the Customer to pay the remaining amount. All amounts payable under this contract are due upon collection; If the Customer does not collect the vehicle within ten (10) days starting from the date of the letter informing him of the availability of the vehicle, late payment interest will be charged - without prior notice - at the rate provided for in the amended Luxembourg law of 18 April 2004 on payment terms and late payment interest, i.e. at the rate provided for in Article 3 of this law if the contract was concluded with a company, or at the rate provided for in Article 14 of this law if the contract was concluded with a final customer.

3.2 If insolvency, liquidation, creditor protection or composition proceedings or similar proceedings are initiated against the customer before the full purchase price has been paid, the car dealership reserves the right to consider the sale of the vehicle as void and to retain the advance payments made by the customer as contractual compensation.

GENERAL SALES TERMS AND CONDITIONS

3.3 If the customer has not fully-paid for a service or delivery from the dealership after being requested to do so, the dealership reserves the right to temporarily postpone delivery of the vehicle until the remaining amount due has been paid. For this clause to apply, there is no need to have a connection between the contract and the non-payment, i.e. the non-payment can also relate to another contractual relationship between the dealership and the customer. The dealership also reserves the right to charge the customer for the costs of parking and storing the vehicle until delivery.

4. Payments

All payments under the contract or these general terms and conditions must be made by transfer of immediately available funds to the dealership's bank account specified in the contract. All payment orders from the customer must be executed by a financial institution in the European Economic Area. The manager(s) of the dealership or an authorized representative of the dealership may, exceptionally and at their own discretion, accept payments by bank cheque, but only from Luxembourg banks. In order for such a cheque to be accepted, it must be signed by two duly authorized persons of the relevant Luxembourg bank. No other method of payment has a discharging effect. In the case of payments by bank transfer, the vehicle will not be handed over to the customer until the dealership's account has been credited with the full amount to be paid by the customer. The transfer slip or direct debit advice presented by the customer does not constitute proof of payment. Any third party making a payment on behalf of the customer must sign a form confirming that they are making the payment in question on behalf of the customer and waiving all rights under the contract. If the dealership considers the reasons for payment by a third party rather than the customer to be insufficient, it reserves the right, at its sole discretion, to refuse payment by the third party and to request payment directly from the customer. If the dealership has reasonable grounds to suspect that the funds received from the customer or from a third party come from drug trafficking or from an offence within the meaning of Article 506-1 of the Luxembourg Criminal Code, the dealership reserves the right to close the sale of the vehicle.

5. Trade-in

The vehicles taken in trade-in by the dealership are only accepted on the condition that they are in perfect condition, without hidden defects and are handed over with all their equipment and their complete and properly completed documents (in particular parts 1 and 2 of the Luxembourgish registration certificate, European certificate of conformity and service booklet). The customer is obliged to carry out all inspections required by the manufacturer of the vehicle taken in trade-in from the signing of this contract until the delivery of the contract vehicle. The vehicle taken in trade-in must be handed over on the day of delivery in the same condition as on the day of the conclusion of the contract. In the event of a change (even a minor one) in the condition of the vehicle taken in trade-in, the dealership may choose to:

- a) withdraw from the trade-in contract and demand payment of the trade-in amount or
- b) demand that the vehicle be returned in the condition it was in on the day the contract was concluded or
- c) charge the customer additional costs to return the vehicle to the condition in which it should have been returned.

The condition of the vehicle is stated in a declaration signed by the customer and the dealership. The customer confirms and warrants to the dealership that (i) the vehicle traded in is his or her full property and is free of any third-party rights and (ii) the property is not subject to any third-party litigation or claim.

6. Applicable law and jurisdiction

6.1 These general terms and conditions and the contract signed in Luxembourg are governed by Luxembourg law, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods.

GENERAL SALES TERMS AND CONDITIONS

6.2 Any dispute that may arise from these general terms and conditions or the contract shall be subject to the exclusive jurisdiction of the courts of the city of Diekirch.

7. Severability

To the extent permitted by applicable law, any provision contained in these Terms and Conditions that is found to be invalid or unenforceable shall (to the extent that it is invalid or unenforceable) be ineffective and deemed not to be included in these Terms and Conditions, without invalidating the remaining provisions of these Terms and Conditions.

8. Signature on behalf of the car dealership

The contract is only binding for the car dealership after approval and countersignature by the managing director or an authorized representative; these are deemed to have been irrevocably granted or performed by the customer if the car dealership does not respond to the customer for 4 calendar days after the date of signature by the customer and the seller.

9. Special provisions in the event of cancellation of the order for vehicles at manufacturers or suppliers

The customer acknowledges that the car dealership orders some vehicles from manufacturers or suppliers, each of which is a legally and financially independent company from the car dealership. The customer is aware that it cannot be ruled out that the manufacturer may decide, for various reasons, to stop building or marketing a specific vehicle model or a specific version of a specific model after the contract has been concluded. In such a case, the car dealership will notify the customer of this in writing. Based on the above, the parties agree that the contract is subject to the resolutive condition of cessation of production or marketing of the model or version of the vehicle model that is the subject of the contract. Thus, upon receipt of the notification provided for in the second paragraph, all obligations of the parties resulting from the contract expire. After termination of the contract, the dealership will refund the customer any deposit paid upon conclusion of the contract.

10. Declaration on money laundering

The customer confirms, in application of the amended Luxembourg law of 12 November 2004 on combating money laundering and terrorist financing, that the funds do not come from drug trafficking or from any of the crimes listed in Article 506-1 of the Luxembourg Criminal Code.

11. Assignment

The assignment of this contract by the customer requires the express, written and prior consent of the car dealership. An assignment that does not meet this requirement is considered void. The car dealership can freely transfer this contract to an affiliated company. Such an assignment does not require the consent of the customer, who only needs to be informed of this by the car dealership.

12. Changes to the general terms and conditions

The dealership reserves the right to change these general terms and conditions at any time. The purchase is subject to the general terms and conditions in force at the time the customer signs the contract.