



VAT
BE.0456.984.717

GENERAL CONDITIONS OF SALES

1. Introduction.

The current general sales conditions apply to all sales and services provided by us. They are considered to be formally and explicitly accepted by our clients who acknowledge having read and understood them. These conditions remain in force and are binding on our clients even when in contradiction with their own general or particular buying terms, unless accepted by us specifically and in writing.

2. Orders and Deposit.

No order will be valid unless we receive a deposit of 20% of the contract value (unless otherwise stipulated on the Order Form) and unless accepted by our company as the seller, our intermediary agents and staff members having no authority to commit the company in any way whatsoever. The seller reserves the right to cancel any order if the agreement linking him to his supplier is cancelled for any reason whatsoever.

No alteration can be made to the order unless accepted and confirmed in writing by the seller.

Deposits are not subject to interest.

The buyer is totally committed once the Order Form is signed unless with the prior agreement of the seller, in writing.

The point of sale is the premises of the seller, where all payments must be made.

3. Car models

Price-lists, catalogues, notices and advertising in any form do not form part of our general conditions: they are purely indicative and do not bind the seller in any way.

The buyer will be obliged to accept without reserve or compensation any modifications made by the manufacturer on production.

The seller will not be obliged to apply these modifications to the vehicles already delivered or on order.

If the production of a vehicle on order is discontinued, the buyer may:

either

a) demand the cancellation of the sale and the return of his deposit(s), without compensation or interest.

b) require the transfer of his order to another model of the same manufacturer, in which case a readjustment of price will be made at the time of delivery.

It is understood between the parties that the vehicle ordered is defined purely by its technical characteristics without taking into account any other factor and in particular its date of production.

4. Price lists and prices

In view of the changes in the economic conditions which can occur between the signing of the order and the delivery of the vehicle or between the passing of the order and its execution, the prices given are only indicative, the actual price applied being the list price in operation on the day of delivery.

Nevertheless, if this price exceeds by 10% (excluding V.A.T.) the price marked on the Order Form, the buyer will have the opportunity to cancel the order and any deposit will be refunded without any compensation or interest.

(In the case of an increase in price exceeding 10% (excluding V.A.T.) between the date when the Order Form was signed and the day of delivery, the seller will notify the buyer, by registered post, of the increase applied and will give him 7 days from the date of receipt of the letter in which to cancel the order by simple notification in writing.

If the buyer does not use this facility, he will be obliged to accept the vehicle and pay the price in operation on that date).

The buyer will not, however, have this opportunity to cancel the order if the change in price is due to changes in the currency values of the countries concerned.

(The buyer will, however, be obliged to accept price increases in the following cases:

- Official price-list increases below 10% (excluding V.A.T.);
- Technical modifications imposed by public authorities;
- Changes in tax affecting the price of vehicles;
- Special orders involving one or several large optional extras).

Prices are net, collection at the seller's premises, all expenses and taxes for the buyer's account.

If the VAT is applicable on a vehicle, this is specified next to the price in the advertisement.

5. Delivery delays

Delivery times stipulated on the Order Form are given without commitment on the seller's part and are purely indicative.

The delivery time starts from the day when the deposit is received and not from the date when the order form is signed.

Delays in delivery do not give rise to any penalty or compensation, nor to the cancellation of the order.

(The seller reserves the right to a delay of 3 months beyond the indicated probable date, which can be extended by a further 3 months in the case of any subsequent change in the order by the buyer or by a period corresponding to any stoppage in production caused by «force majeure», strikes or their after-effects, flood, fire, requisition etc. Beyond this delay, the buyer may formally require the seller, to deliver, with the condition that the seller, may offer a vehicle of the same type even if (unless expressly excluded on the Order Form) the fittings, paintwork or optional extras are not exactly the same as original/1y requested.

If the seller, fails to deliver, within 15 days following the buyer's formal request, the buyer may require the cancellation of the order and the repayment of his deposit(s) without compensation or interest).

Alternatively,

(If the vehicle ordered is not delivered for any reason whatsoever (out of stock...), the buyer may demand the cancellation of the contract with repayment of his deposit(s) without compensation or interest).

6. Collection

Delivery takes place at our premises, all charges paid.

If the buyer does not take possession of the vehicle within 10 days of notification by the seller, the seller reserves the right to enforce the contract or cancel it, the buyer being held responsible for any losses and the deposit being retained by the seller by way of damages (the deposit being considered as part of the damages due to the seller from the buyer).

If the contract is extended by mutual agreement the buyer agrees to pay to the seller a daily charge of 5,00 EUR for parking and a daily interest rate of 0.6% on any balance owed.

Vehicles delivered will be neither taken back nor exchanged.

7. Delivery

Dispatch of vehicles, even delivery free-on-board ship, must be understood to be at the buyer's risk. This applies equally when delivery is arranged through transit agents or subsidiaries of our own company.

The seller cannot under any circumstances be considered responsible for any damage or delivery delay, all delivery (whether by air, sea or land) being considered as a service to the client, even if this service is invoiced by the seller. Responsibility lies solely with the transporter, the seller acting merely as a third party.

8. Penal clause

In case of non-payment at the proper time of any sums due under this contract, these sums will be automatically increased by 20%, without notification, under normal penal-clause procedure, with a minimum surcharge of 250,00 EUR. Furthermore, the Invoice amount will be increased by an interest charge equal to 18% per annum, calculated from the date due and without formal notification.

9. Penal clause

Invoices for vehicles are paid net on collection. Deposits paid do not attract interest.

It is expressly agreed, by derogation from art. 1583 of the CIVIL CODE, that ownership of the vehicle sold is not transferred until the Invoice is fully paid.

The vehicles and goods remain the property of the seller, bills of exchange not being considered as payment until honored.

In case of non-payment or payment delays, the seller may either, immediately and without formal notification, demand full payment of all sums due plus interest as defined in article 8 above, or arbitrarily consider the contract as cancelled, without formal notification other than a registered letter to the buyer, requiring him to return the car within 24 hours.

In the latter case, the seller may either keep the deposit(s) already received or demand payment as damages of a sum up to one third of the price of the vehicle.

The invoice is payable net without discount at the time when the vehicle is made available by the seller.

It is payable at the seller's premises even if the payment is made from the buyer's premises for his convenience.

The seller's agents and representatives are not authorized to receive any sums whatsoever in the seller's name, except by the seller's special written authority.

Payment may be made either by cash, by the buyer's cheque made out on a Belgian bank and certified by the bank, by a cheque made out by the buyer on his own bank or by direct transfer to our account at the ING Brussels-Belgium, number BE80 3101 0445 8477, at least 8 days before the date advised for delivery of the vehicle.

Payment can also be made by irrevocable letter of credit, divisible and certified by a Belgian bank, following the exact terms of the client's specimen letter of credit without any modification.

All payments made by letter of credit will be automatically surcharged by a fixed sum of 375,00 EUR.

If payment is not made in cash, all expenses and commissions invoiced to us by our bank will be debited to the buyer.

Rules concerning VAT will be applied in accordance with existing legislation under the sole and full responsibility of the buyer.

10. Guarantee

Vehicles are delivered under the manufacturer's guarantee only.

The seller will in no way be held responsible for the faults and defects of vehicles bought through himself as Intermediary.

Only the manufacturers or their agents can put right any such faults.

The conditions of the manufacturer's guarantee are set out on the guarantee certificate given to the buyer when he takes possession of the vehicle.

The kilometers shown on the counter are purely Indicative and are not the responsibility of the seller. The vehicle will be considered as new as long as the kilometers shown do not exceed 2000, due to the fact that our sources of supply are widely spread in Europe and vehicles may be delivered by road.

The guarantee given on used vehicles is that agreed by the 'Chambre Syndicale du Commerce Automobile de Belgique (COMAUBEL), the conditions of which will be attached to the invoice when the vehicle is delivered.

11. Insurance

Vehicles will only be insured if the buyer specifically requests it and pays the premium before the risk cover starts.

Failing this, vehicles are driven entirely at the buyer's risk.

12. Testing

At the buyer's request, a test can be arranged. Responsibility for any accident which occurs during such a test will be the buyer's.

The client-buyer will also be responsible where, at his request, the seller or his staff drive vehicles on consignment to them.

13. Jurisdiction

In the event of any dispute arising from the execution or the interpretation of the present contract, the only authority competent to adjudicate will be the Brussels Tribunals in French language.

14. General

The English text produced above is given simply as a translation.

If there is any difference between the French text and the English text, only the French text is valid and will be applied.

15. Contact

Autolink

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16. Services

Since 1973, Autolink supplies and exports all types and brands of vehicles, 4x4, Pick-up, SUV, ... Autolink can also take care of the export of your vehicle(s) to the country of your choice!