

GENERAL SALES AND WARRANTY CONDITIONS

1. Applicable provisions

The buyer declares to have read and accept the sales agreement, which is governed by law, by the special provisions on the front and by these general terms and conditions, including the description of the vehicle. Any documents or forms of publicity originating from the Seller and associated with the vehicle that is the subject of this order form shall be binding for the seller.

2. Delivery date

The seller shall indicate the final delivery date on the order form. In the absence of such a date, the sale shall be deemed to have been concluded by the immediate delivery of the vehicle at the buyer's request.

If the seller fails to deliver the vehicle on the agreed date, or if the Buyer refuses to take delivery of the vehicle on this date or make full payment either on delivery or after the cooling-off period provided for in Article VI.47 WER (see special conditions on the reverse side of this agreement), the aggrieved party shall send the other party a default notice by registered post requesting that they honour their obligations within five days from the date of transmission. In the event of non-payment, the aggrieved party may, by registered post, demand the execution of the agreement or consider the agreement to be dissolved immediately and by operation of law. In the event of dissolution of the sale, the aggrieved party shall be entitled to a fixed compensation of 10% of the agreed price, excluding VAT, with a minimum fee of EUR 250. From the date of notification of dissolution of the sale, the Seller may dispose of the vehicle to the benefit of another party and the Buyer may turn to another seller

3. Place of delivery

Delivery of the vehicle shall take place at the location of seller's registered office, unless otherwise stipulated in writing.

4. The agreed selling price is not revisable.

5. If the vehicle is not or cannot be delivered on the agreed final delivery date, the buyer is entitled:

- (a) to terminate the contract without undue delay if the delivery date is of vital importance to the client and is included as such in the sales agreement
- (b) in other cases, to propose a suitable adjusted delivery date and, if the vehicle is not delivered on the new date, to terminate the contract forthwith.

6. In the event of termination of the agreement in accordance with the provisions under 5, the seller shall refund those sums already paid by the buyer within 5 working days (from the termination date).

7. The risk of loss of, or damage to the vehicle shall be transferred to the buyer as soon as he/her or his/her designated representative, not being the carrier, takes physical possession of the vehicle, except for the application of the provision under 8.



8. If the sales agreement provides for the vehicle's transport to a place designated by the client (the so-called dispatch of the vehicle), the risk of loss or damage to the vehicle shall be transferred to the Buyer at the time of its delivery to the carrier charged with the transport by the Buyer, provided that the choice of this carrier was not presented by the seller.

9. Where applicable, if the client fails to take delivery of the vehicle after receipt of a written default notice, except in cases of force majeure, a precise description of costs for additional services charged to the Client shall be provided, with a specification of the amounts charged.

10. If the buyer has the vehicle serviced or repaired outside the vehicle manufacturer's authorised network of repairers in accordance with the manufacturer's instructions, this shall not affect the validity of the statutory warranty, which shall remain in effect until the warranty expiry date.

11. The seller shall remain liable for any hidden defects to the vehicle.

12. The client may report any specific questions or complaints relating to the concluded sales agreement using the telephone number or e-mail address noted at the top of this order form.

13. The courts of Brussels shall have exclusive jurisdiction in the event of any dispute concerning the validity, interpretation or execution of the Sales Agreement

14. Warranty according to article 16149 et seq of the Civil Code exclusively applicable in sales to consumers.

14.1 The provisions of the civil code regarding the indemnity for hidden defects or, if the buyer is a natural person acting for purposes not related to his professional or commercial activity, the legal provisions regarding the sales of consumer goods to consumers, give the buyer legal rights. Current warranty does not prejudice these rights. The vendor as identified on the order form is only liable for the warranty. This only applies without prejudice to the provisions of article 4.6 hereafter, if the defect took place on the territory of the European Union, including Switzerland and the principalities of Andorra, Liechtenstein or Monaco and if the vehicle is located on Belgian territory at the moment in which the buyer demands an intervention from the vendor in application of the warranty.

14.2 The buyer guarantees that the vehicle is in accordance with the order and ready for use.

14.3 The visible defects of which the buyer knew or could have known the existence at the moment of delivery, are deemed to be accepted in the absence of protest by the buyer, by fact of the delivery only.



14.4 Parties explicitly agree that, save written mention on the front of the order form in which a longer warranty period is granted to the buyer, the intervention of the vendor in terms of warranty is limited to a duration of 12 months starting from the delivery. For any visible or hidden defect manifesting itself within the first six months after delivery, repair or replacement of the vehicle is covered by the following warranty: the buyer is entitled to demand the repair of the vehicle from the vendor, unless such repair is technically impossible or out of proportion in comparison with the value of the vehicle and the severity of the defect. In that case the buyer can demand an appropriate discount or the cancellation of the sale if he cannot have the vehicle repaired or replaced. This also applies if the vendor has not performed the repair or the replacement within a reasonable delay or without serious nuisance to the buyer. Each reimbursement of the price to the buyer will be reduced according to the use of the vehicle since its delivery. Each defect manifesting itself within the first six months after delivery will be, save proof of the contrary delivered by the vendor, deemed to have existed at the moment of delivery. After the end of this first period of six months, the buyer will remain entitled to the same warranty if he shows that the hidden defects that manifested themselves before the end of the warranty already existed at the time of delivery. The buyer will not, in any case, be entitled to demand the cancellation of the contract if the defect he claims is of little importance.

14.5 Each repair should be executed within a reasonable delay without any serious disadvantage for the buyer.

14.6 The work executed under warranty should take place in the vendor's workshop or in a workshop appointed by him. Subject to written consent of the vendor, the buyer may have the repair done in another workshop.

14.7 The warranty does not cover maintenance, tuning, tightening and any other preparations necessary for normal use of the vehicle, nor any parts and organs that are normally replaced during maintenance prescribed by the manufacturer (ex.: filters, fluids, oils, belts, spark plugs, etc...). The warranty does not cover the normal wear of the vehicle. (ex.: brakes, tyres, suspension arms, clutch, exhaust, EGR valves, catalysators, barrings in general, etc...). The warranty cannot be claimed by the buyer if the defect is due to abnormal use of the vehicle, to negligence, a lack of maintenance or bad maintenance by the buyer, nor if the vehicle was transformed or used - save explicit specification on the order form by the buyer and accepted by the vendor - in competition or rallies, nor if it was used as a taxi or for the delivery of mail or express delivery. The intervention under warranty by the vendor depends on the use of the vehicle with due and proper care and the respect of the manufacturer's instructions. The law admits that the vendor uses second hand parts to complete the repair. This second hand part may not have done more kilometres than the original part. Off course the warranty continues also on this part until the end of the official warranty period. If the buyer wishes to complete the repair with new parts a compensation will be provided.

14.8 The buyer who wants to appeal to the warranty should inform the vendor in writing within 2 months from the moment in which the buyer finds the defects or should have found them. The current warranty is only concluded for the benefit of the buyer and is non-transferable.



14.9 The buyer engages to make every effort not to worsen the damage, if necessary, by not using the vehicle. Should he fail to do so, this worsening shall be considered when determining the degree of the vendor's intervention.

14.10 The liability of the vendor for damage caused by a defect in the sold vehicle is ruled by general law.

15. Repairs not covered by the warranty

Repairs at the expense of the buyer should be the object of detailed specifications that are handed to the buyer. If these specifications are to be paid for, this amount will be reimbursed to the buyer if the latter has his vehicle repaired by the vendor. The specifications should at least mention the following information: the date, term of validity, mileage of the vehicle, the description and duration of the works to be done and the costs related to time rate and spare parts. The invoice will contain the same information as the specifications, save the term of validity. A warranty period will apply to these repairs at least equal to the duration of the warranty that still applies to the vehicle. This warranty relates to the executed work as well as the replaced parts except if the latter are supplied by the buyer.

16. Transfer of property and risk

The transfer of property takes place at the moment of integral payment of the price. The risks of the vehicle are at the expense of the buyer from the moment he takes possession of the vehicle and after signing this contract.

17. Payment

The total price is paid upon delivery of the vehicle or at the latest at the end of the term for application of the renunciation right determined in art. 79 of the Act on Market Practice. Otherwise, legally and without notice, a supplementary interest will be due on the outstanding amount on the due date. The vehicle remains property of the vendor until full payment of the price. If the payment is not done within five days after a formal notice was sent by registered mail, the vendor can cancel the sale immediately by way of registered mail to the buyer. In such case, the buyer will owe the vendor, supplementary to the abovementioned interests, a compensation amounting to the damage suffered and at least 10% of the agreed sales price, vat excl., with a minimum of € 250 (cf, article 2).

18. Disputes

In case of a dispute, the vendor and buyer engage to make every effort to come to an amicable settlement. If necessary, an expert shall be appointed and the assessment costs will, save other agreements, be equally divided.

19. Applicable law and competent courts of law

This sales and warranty contract is ruled by Belgian law and only Belgian courts of law are competent to take cognizance of the disputes regarding the interpretation and the execution of this contract.



NOTES TO THE WARRANTY TERMS AND WARRANTY PROCEDURE

Warranty Management

Axus NV has confided the management of warranty to an external company, named SPB BENELUX BVBA.

Warranty Certificate

A warranty certificate will prove to the buyer of the vehicle that Axus NV has confided the management of the warranty to the company SPB BENELUX BVBA. It contains the following data:

- Data concerning the buyer, seller and vehicle
- The SPB BENELUX BVBA contract number
- The warranty period (start and end date)
- The confirmation that the buyer will comply with the warranty obligations for "second hand" cars
- The declaration that the buyer accepts a number of obligations
- The phone number to be used by the buyer in case of a technical problem

Warranty Conditions

We draw your attention to the fact that the vehicle will be sold as is and well known to the buyer. Axus NV grants 1 year warranty (only to consumers as defined in article 1649bis of the Belgian Civil Code) regarding technical or concealed defects. No warranty on normal wear parts.

The warranty is only granted when the purchaser is holder of the certificate of registration of this vehicle.

Subject of the Warranty

All mechanical, electrical and electronic components, including the working hours stipulated by the manufacturer, for the passenger car or off-road vehicle described in the sales agreement with a maximum weight of 3.5 tonnes, insofar as it does not appear on the list of exclusions stated in point 2 below.

Toothed belts insofar as the manufacturer's recommendations concerning periodic replacement were followed (with a tolerance of maximum 1.000 kilometres).



Warranty Exclusions

- All maintenance work, products and components which are stipulated at regular intervals by the manufacturer including adjustments, alignments and wheel balancing.
- Components susceptible to wear such as: shock absorbers, windscreen wiper blade rubbers, batteries, brake lining, brake disks, brake drums and friction materials, spark (*) and heating plugs (*)
- (*) Spark and heating plugs are only covered by the warranty if their replacement results from a fault covered by the warranty.
- Gaskets, O-rings and sealing rings are excluded, unless they are part of a component that is under warranty and with the exception of the cylinder head gasket.
- The exhaust, exhaust suspension, exhaust fume collector and exhaust system silencer, the catalytic converter with the exception of the lambda sensor.
- All frame and bodywork components, damage to paint, rims, hinges, caps, windows, mirrors, luggage carriers, inner and outer lighting, covers, cushions, interior coverings, extinguishers, first-aid box, dashboard instruments and the warning triangle and accessories.
- General cabling: brake cabling, flexible brake cabling, water hoses, rubber and plastic hoses, hydraulic tubes for liquid and air tubes, shock absorbing and suspension rubbers.
- The telephone installation and electronic equipment, including alarm and anti-theft systems, GPS or navigation systems unless otherwise stipulated in the sales agreement.
- Optional equipment not approved by the manufacturer.
- Folding hood mechanism and vinyl roof covering.
- Air and water leaks, wind noise, whistles, rattling and odours.
- Costs for test, measurement and adjustment work, insofar as they are not related to a damage that falls under the warranty conditions.
- Damage due to poor, incorrect or contaminated fuel.
- All defects which are mentioned on the "checklist" and which are accepted by the buyer by the signing of the checklist.

Explanation on the Warranty Coverage

The warranty cannot be claimed by the buyer if the defect is due to abnormal use of the vehicle, to negligence, a lack of maintenance or bad maintenance by the buyer, nor if the vehicle was transformed or used - save explicit specification on the order form by the buyer and accepted by the vendor - **in competition or rallies, nor if it was used as a taxi or for the delivery of mail or express delivery.**

The intervention under warranty by the vendor depends on the use of the vehicle with due and proper care and the respect of the manufacturer's instructions.

The law admits that the vendor uses second hand parts to complete the repair. This second-hand part may not have done more kilometres than the original part. Of course, the warranty continues also on this part until the end of the official warranty period.

If the buyer wishes to complete the repair with new parts compensation will be provided.



Warranty Procedure

In case you want to invoke a case of warranty, you acknowledge SPB BENELUX BVBA that you incurred a technical defect. **Please do not repair beforehand the vehicle.** The procedure is as follows:

1. In case of a technical problem, **please contact SPB BENELUX BVBA at the telephone number +32 3-870 60 09.**
2. The owner can then present the vehicle to a dealer from the Axus NV network in Belgium.
3. The dealer will send to SPB BENELUX BVBA **an estimation of the cost of repair, mentioning the VIN number and eventually the original Axus NV registration number, via email to claims@spb.be**
4. SPB BENELUX BVBA will analyse and eventually approve the request. If approved, the dealer is entitled to execute the repair; the dealer will invoice according to the instructions provided with the approval of the repair. If no approval is given, the owner will have to incur the repair costs.
5. In case a repair has to be executed, the same procedure applies but it could be that the repair shop request you to pay the repair when you pick up your repaired vehicle: in that case you will of course be reimbursed for each approved case.

Attention: If travelling outside Belgium, we advise to conclude beforehand a road assistance insurance so that in case problems arise, the vehicle can be transferred to Belgium.

USE OF YOUR PRIVACY DATA

If we use partners to execute multiple services, then you agree to transmit your privacy data to our partners to be able to execute the service in the best conditions.

We guarantee that we and our partners are going to use your data as stated in the General Data Protection (EU) 2016/679 regarding the protection of privacy data and the treatment of those data as stated in the rule 95/46/EG (general data protection). As stated in this reglementation, you have the right to access, edit and delete your data at any moment. In order to do so you will have to write a request to our company. If you do not want that your data written on the first page of the sales agreement is used under the above-mentioned conditions, we invite you to let us know by reaching us via email at the following address: **mca.be@ayvens.com**

More information on the privacy statement can be found at [Global Privacy Statement Ayvens | Ayvens](#)

