



**USA-CAR-IMPORT.COM**

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3 pages

**General conditions of sale and delivery of USA CAR IMPORT**, a trade activity of Troovreen BV, located in Amsterdam, Herengracht 320, 1016 CE. Chamber of Commerce of Amsterdam number: 42044892, telephone +3120 470 89 65. USA Car Import was established in 2007.

#### Article 1 General

These General Terms and Conditions are applicable to all offers and agreements between USA Car Import and the client. In these terms and conditions the term 'client' means anyone who enters into or wishes to enter into an agreement with USA Car Import, or for whom USA Car Import performs a delivery, service or other performance. Agreements deviating from these General Terms and Conditions may only be agreed upon in writing.

#### Article 2 Offers and realization of agreement

All quotations and offers of USA Car Import are without engagement, unless the quotation expressly states otherwise.

Quotations are based on the accuracy of the information provided by the client and on the circumstance that the client will timely provide accurate and complete documents and information relevant to the order or commission.

An agreement shall only be concluded and shall bind USA Car Import if and insofar as an order or assignment of the client has been confirmed in writing by USA Car Import to the client or an order or assignment is actually carried out by USA Car Import.

The client grants USA Car Import the right not to accept orders or assignments or to accept them only after prepayment.

#### Article 3 Delivery

Unless otherwise agreed, all deliveries shall be for the account and risk of the client. The stated delivery time is not a deadline, but is only approximate and will be respected as much as possible. The mere exceeding of the delivery term shall not cause USA Car Import to be in default, unless otherwise expressly provided in the agreement.

#### Article 4 Prices

Unless otherwise stipulated, all prices shall be in Euros and exclusive of VAT, costs of shipment or transport and other levies imposed by the authorities.

USA Car Import is entitled to pass on cost price increasing factors, such as levies, taxes and surcharges imposed by suppliers and the government to the client. Deposits paid to USA Car Import remain the property of USA Car Import, unless defined otherwise in the import agreement. When a car has been bought for a client, a deposit can never be refunded.

#### Article 5 Payment

Payment must be made within the payment term of 8 days as stated on the invoice. If the term of payment is exceeded, the client will be in default, without a summons or notice of default being required. At that time, all outstanding invoices shall become immediately and fully due and payable. The client shall be liable for default interest from the time of default, equal to 1.5% per month.

If USA Car Import is forced by the default of the client to outsource its claim for collection, all related costs, such as administrative costs, judicial and extrajudicial costs, including the costs of a bankruptcy petition, shall be borne by the client. The extrajudicial costs amount to at least 15% of the unpaid amount with an absolute minimum of €150.00.



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#### Continuation Article 5 payment

The client shall not be entitled to set off any amounts charged by USA Car Import under the contract existing between it and the client.

#### Article 5b Exchange rate differences

USA Car Import will not take any exchange rate differences for its account when purchasing cars on behalf of clients. The final exchange rate on which the final sales price is determined is the exchange rate that ABNAMRO calculates on the day of transfer of the payment to America. This is no later than 48 hours after receipt of the buyer's payment on the bank account of USA Car Import. This means that the buyer sometimes has to pay extra and sometimes receives a refund.

#### Article 6 Retention of title and risk of the car

The seller is responsible for any damage to the car during transport up until the time it is delivered to the client. All-risk insurance has been taken out for this purpose.

USA Car Import shall remain the owner of the goods delivered to the client until the agreed price for the car and the work carried out and to be carried out for the client have been paid in full. The retention of title shall also extend to the interest and costs due. USA Car Import shall remain the owner of the goods referred to in the preceding paragraph until the client has fulfilled all obligations under this and other agreements with USA Car Import. The client undertakes not to perform any acts of disposition, such as pledging or otherwise encumbering or transferring to third parties the goods referred to in paragraph 1, except insofar as the client has at that time fulfilled all its obligations toward USA Car Import.

#### Article 7 Warranty

No warranty is given on the goods delivered by USA Car Import. USA Car Import guarantees to deliver the car in conformity with the description in the sales agreement. USA Car Import gives no warranty on the car(s) nor is it liable for the car(s) after delivery to the buyer.

#### Article 9 Liability

USA Car Import shall not be liable for any damage suffered by the Client, except and to the extent that the Client can prove intent or gross negligence on the part of USA Car Import.

In any case, USA Car Import accepts no liability for damage of any kind whatsoever, caused by or to goods and services and the work connected therewith, originating from third parties. If possible, USA Car Import shall transfer its rights to claim damages from the relevant third party to the client.

#### Continued Article 9 Liability

USA Car Import shall in no event be liable for any loss of business, loss due to delay, loss of profit or stagnation, or other consequential loss suffered by the client.

USA Car Import is insured against transport damage. Liability for damage is explicitly limited to the amount paid out by this insurance in the case in question. If and insofar as for any reason no payment is made under this insurance policy, liability for damage is explicitly limited to the invoice amount excluding VAT for the delivery to which the damage relates, or at least to which the damage is related.



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Any further liability is expressly excluded.

USA Car Import may, on behalf of the buyer, supervise activities performed by third parties, such as importing, testing, providing the necessary technical modifications and/or installing audio and navigation equipment. USA Car Import only works with quality partners and is not liable for damage of any kind, caused by or to goods and services and related activities, originating from third parties. USA Car Import is also not liable for the type approval of the car.

#### Article 10 Force Majeure

Force majeure is understood to mean: every circumstance independent of the will of USA Car Import, which temporarily or permanently obstructs the performance of the agreement.

Force majeure includes in particular: strike, fire, destruction of goods in transit, water damage, government measures, delay in shipment abroad, war, transport obstruction, import obstruction, export obstruction, default of suppliers, as well as all other circumstances through which USA Car Import is impeded in the normal course of its business.

In the event of force majeure USA Car Import shall be entitled to suspend the execution of the agreement for as long as the force majeure situation prevails, or to dissolve the agreement in whole or in part, without USA Car Import being held liable for damages.

Non-performance by a supplier of the seller, regardless of the cause, shall also be considered force majeure within the meaning of this article.

#### Article 11 Suspension, dissolution

If the client fails to fulfil its obligations under the agreement, or fails to do so on time or properly, or if there is a well-founded fear that this will be the case, as well as in the event of bankruptcy or suspension of payment on the part of the client or in the event of a cessation, sale or liquidation of its business, USA Car Import shall be entitled to suspend performance of the agreement or to dissolve the agreement.

The claim relating to the part of the agreement already executed by USA Car Import, as well as the damage resulting from suspension or dissolution shall then also become immediately due and payable.

#### Article 12 Disputes

Dutch law is applicable to all disputes between the parties. All disputes shall be settled by the court in the district of Amsterdam.