

# General terms and conditions of business DIGA INGENIEUR GMBH & CO.KG / AMIAN CARS ®

Terms and conditions for the sale of used vehicles through the DIGA-engineering GmbH & Co. KG

## I. Conclusion of contract / assignment of rights and obligations of the buyer

1. The buyer is bound by the order at most to ten days. The sales contract is concluded when the seller accepts the order of the designated object closer purchase confirmed in writing within that period or makes the delivery. The seller is obliged to inform the customer immediately if he does not accept the order.

2. The transfer of rights and obligations of the Buyer under the purchase agreement require the written consent of the seller.

## II. Payment , utilities

1. The purchase price and prices for additional services of the invoice shall be due upon delivery of the purchased item and delivery or sending.

2. counter-claims of the seller, the buyer may only offset if the counterclaim of the buyer is undisputed or a legal title ; a lien may only be asserted if it is based on claims arising from the purchase contract.

3. costs of any transfer , loading and transport insurance , any customs duties , registration costs and the allocable tax shall be borne by the purchaser.

## III. Lieferung und Lieferverzug

1. delivery dates and times , which can be binding or non-binding , specify in writing. Delivery periods shall commence contract.

2. The buyer may be ten days after crossing a tentative delivery date or a non-binding delivery period , require the seller to deliver. With the receipt of the request , the seller is in default . If the buyer entitled to compensation for damage caused by delay , this is limited in case of slight negligence of the Seller exceed 5 % of the agreed purchase price.

3. If the buyer wishes to withdraw beyond the contract and / or claim damages in lieu of performance , he has the seller after expiry of the relevant period referred to in Paragraph 2, Clause 1 of this section, a reasonable period for delivery. If the buyer is entitled to damages in lieu of performance , the claim is limited in case of slight negligence on more than 10 % of the agreed purchase price. If the buyer is a legal entity of public law, a public sector fund or a businessman who is concluding the contract in the course of his business or profession , claims for damages in case of slight negligence are

excluded . If the seller, while he is in default, the delivery by accident impossible , he is liable to the limitations of liability agreed above . The seller is not liable if the damage would have occurred even with timely delivery.

4. If a binding delivery date or a binding delivery period is exceeded , the seller already comes with exceeding the delivery or the delivery period in default. The purchaser's rights are then determined according to section 2, clause 3 and clause 3 of this section.

5. Acts of God or the Seller or its suppliers , plants due that prevent the seller causing a delay of from delivering the purchased item to the agreed date or within the agreed period, change referred to in paragraphs 1 to 4 of this section, dates and deadlines for the duration of service disruptions caused by these circumstances . Appropriate disturbances lead to a delay in performance of more than four months, the buyer may rescind the contract. Other withdrawal rights are not affected .

## IV. Acceptance

1. The buyer is obliged to accept the purchased item within 8 days from receipt of notification of availability . In the case of non-acceptance may exercise the seller of his legal rights.

2. If the seller demands for damages , shall amount to 10% of the purchase price . The compensation is higher or lower if the seller can prove a higher damage or the purchaser can prove that a lower or Absolutely no damage has occurred.

## V. Retention of title

1. The purchase remains subject to the compensation which the seller is entitled by virtue of the purchase contract claims ownership of the seller. If the buyer is a legal entity of public law, a public sector fund or a businessman who is concluding the contract in exercise of his commercial or independent professional activity , the retention of title shall also apply to claims of the seller against the buyer of the ongoing business relationship until settlement of entitled in connection with the purchase of receivables . At the request of the buyer, the seller is to give up the reservation of title obliged if the buyer has fulfilled all with the object of purchase in connection standing demands final and there is a reasonable assurance for the remaining claims from the current business . During the period of retention of title, the right to possess authorization confirmation is part II ( vehicle registration ) to the seller.

2. In default of the buyer , the seller may withdraw from the purchase contract.

3. As long as the retention of title , the buyer may dispose of the purchased item , nor third parties by contract a usage.

## VI. Defect

1. Buyer's claims for material defects become statute-barred one year after delivery of the purchased item to the customer. Further claims remain unaffected, if the seller is liable under legal obligation or otherwise agreed , especially in the case of the assumption of a guarantee.

2. claims due to defects has to be asserted by the seller , the buyer . In oral Viewing claims the buyer is to be handed a written acknowledgment of receipt of the notification.

3. f the purchased item is inoperative due to a defect , the buyer can contact with the prior consent of the seller to another master mechanic operation.

4. For the built-in as part of a remedial parts of the purchaser can claim until the expiration of the limitation period of the purchased item for defects claims based on the purchase contract.

5. Replaced parts become the property of the seller.

6. Section VI defect does not apply to claims for damages; for these claims are subject to Section.

## VII. Liability

1. If the seller has come up due to the legal provisions in accordance with these terms and conditions for any damage that was caused by slight negligence, the seller is liable limited : The liability is limited to breach of contractual obligations , as such , the contract of sale the seller according to its content and purpose seeks to impose or the fulfillment of the proper execution of the purchase contract in the first place and on whose compliance the buyer can trust and rely on . This liability is limited to the foreseeable damage typical for the contract . If the damage by the buyer completed for the claim that insurance (except sum insurance) , the seller shall only be liable for any detriment caused to the customer, eg higher insurance premiums or interest until the settlement of claims by the insurance.

2. Regardless of the fault of the seller to any liability of the seller for fraudulent concealment of a defect, from the assumption of a guarantee or procurement risk and under the Product Liability Act remains unaffected.

3. The liability for delay in delivery is conclusively settled in Section III.

4. Excluded is the personal liability of legal representatives, agents and employees of the seller where they have caused by slight negligence.

5. The limitations in this section do not apply to injury to life , body or health.

## VIII. Jurisdiction

1. For all present and future claims from the business relationship with merchants, including bills and checks receivables shall be the exclusive place of jurisdiction Cologne, Germany.

2. The aforesaid jurisdiction shall also apply if the buyer has no general jurisdiction in Germany has moved to his domicile or habitual residence abroad or if his domicile or habitual residence at the time of action is not known.

3. Costs of any transfer , loading and transport insurance , any customs duties , registration costs and the allocable tax shall be borne by the purchaser.