

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY, AND WARRANTY

1. Preliminary :

These general terms and conditions of sale apply to all sales of motor vehicles, equipment, spare parts, and all services provided by TransAutomobile (Trans Trade Belgium sa). They are considered as formally and explicitly accepted by our clients, who acknowledge having read them at the time of the order. These general terms and conditions remain applicable and binding on our clients, even when they contradict the clients' specific purchasing terms, unless the latter are explicitly accepted and duly signed by TransAutomobile.

2. Orders and Deposits :

An order will only be effective upon receipt of a deposit equal to or greater than 20% of the amount of the proforma, purchase order, or contract, unless otherwise stipulated in writing on the purchase order and provided that the order has been accepted by the seller's management. Neither intermediary agents nor our staff members are authorized to bind the company in any way. The seller reserves the right to cancel any order if the agreement binding it to its supplier is terminated for any reason. Orders can only be modified if the modification is accepted and confirmed in writing by the seller. Deposits do not bear interest. The buyer's rights, upon signing the purchase order, are non-transferable unless agreed upon in advance and in writing by the seller. The sale is deemed concluded at the seller's headquarters, where payments must be made. The balance of the sale price must be paid no later than 30 days before the scheduled delivery date of the vehicle and, in any case, within 1 year (365 days) after the receipt of the first deposit, according to the terms agreed upon by the parties (bank transfer, documentary credit, etc.). In the event of a delay in the payment of the balance, the buyer will be formally requested in writing to regularize their situation within 15 days. If payment is not made within this period, the seller reserves the right to apply late payment penalties of 0.034% per day on the outstanding balance. The seller also reserves the right to terminate the sale if the balance remains unpaid within 15 days following the formal notice. In the event of termination of the sale by the seller, the deposit paid by the buyer will be retained by the seller as a lump-sum compensation but may be used as a deposit for another vehicle, less any expenses incurred by the seller for preparing and storing the initially ordered vehicle. The amount of compensation shall not exceed €5 for parking fees and an interest of 0.034% (based on the 2024 legal interest rate) per day on the amounts due for storing the goods for up to one year. The parties agree that this article does not apply in cases of force majeure or payment difficulties beyond the buyer's control, duly justified. In such cases, the parties commit to negotiating in good faith to find an equitable solution.

3. Models :

Prices, catalogs, notices, and advertisements of any kind are not part of these general terms and conditions; they are purely indicative and cannot bind the seller. The buyer is required to accept without reservation or compensation any modifications made by the manufacturer to the production of the vehicle. The seller is not obliged to apply such modifications to delivered or ordered vehicles.

If the manufacturer discontinues the production of the ordered vehicle, the buyer may :

- A. Request the termination of the sale and the refund of their deposit(s) without compensation or interest.
- B. Request the transfer of the order to another model of the brand, with the new price calculation established, if necessary, at the time of delivery by mutual agreement between the parties. It is formally recognized that the ordered vehicle is defined solely by its technical characteristics, excluding any other consideration, particularly its production date and location.

4. Rates and Prices :

Due to economic fluctuations that may occur between the signing of the purchase order and the delivery of the vehicle or between the placement of the order and its execution, prices are provided for reference only. The applicable price is the rate in effect on the delivery date. However, if this final price exceeds the price indicated on the purchase order by more than 10% (excluding VAT), the buyer will have the option to cancel the order. The amounts paid as deposits will be refunded without any compensation or interest. If the buyer does not exercise this option within 7 days following notification of the price increase, they will be required to accept the delivery of the vehicle and pay the updated price.

The buyer may, however, be subject to a price increase in the following cases:

- Any official increase in catalog prices of less than 10%, excluding VAT or other taxes;
- Technical modifications to the models required by Public Authorities;
- Changes in fiscal or parafiscal regulations affecting vehicle prices, or special orders including one or more significant options.

Prices are net for delivery at the seller's headquarters, with costs and taxes borne by the buyer, or at the delivery location indicated on the purchase order or proforma. Prices listed on the website are generally "Excluding VAT"; if VAT applies to a vehicle, it will be specified alongside the price in the advertisement.

5. Delivery Deadlines :

The delivery deadlines specified on the purchase order are provided without any commitment on the part of the seller and are indicative only. These deadlines start from the day the deposit is effectively received by the seller, not from the signing of the purchase order. Delays in delivery cannot give rise to penalties, compensation, or the cancellation of the order. The seller reserves a 3-month extension from the probable delivery date, which may be further extended for an equivalent period in case of order modification by the buyer or production stoppages due to force majeure, strikes, floods, fires, requisitions, war, etc. After this period, the buyer may request the seller in writing to proceed with the delivery. If the seller fails to do so within 15 days, the buyer may request the cancellation of the sale and the refund of their deposit(s) without compensation or interest.

6. Deliveries :

The delivery of goods is understood to be free at our premises or according to other incoterms specified on the purchase order. If the buyer fails to take delivery within 10 days from the date they are notified by the seller, the seller reserves the right to either enforce the agreement or terminate it at the expense of the buyer. In this case, the deposit paid will be retained by the seller as compensation for damages (the deposit will then be considered as partial payment for damages owed by the buyer to the seller). If the contract extension is mutually agreed upon, the buyer agrees to pay the seller a daily fee of €5 for parking fees and interest of 0.034% (based on the 2024 legal interest rate) per day on the outstanding amounts for storing the goods. Deliveries cannot be returned or exchanged.

7. Shipments :

Shipments or deliveries, even if freight prepaid, are always made at the buyer's risk. This clause also applies to shipments carried out through the intermediary of the seller's forwarders or subsidiaries. The seller cannot be held liable for damages or delivery delays of goods, as all transportation—whether by air, sea, or land—is considered a service provided to the customer, even if billed by the seller. Only the carrier's responsibility can be invoked, as the seller acts solely as an intermediary. The risk of loss or damage to the vehicle transfers to the buyer as soon as they, or a designated person other than the carrier, take physical possession of the vehicle. Exception: If the buyer has contracted the carrier directly, and the choice of the carrier was not proposed by the seller, the risk transfer occurs at the moment the goods are delivered to the carrier.

8. Penalty Clause :

In the event of non-payment of any amount due under this contract by its due date, the amount will be automatically and legally increased by 20% as a lump-sum and conventional penalty clause, with a minimum of €250. Furthermore, the principal amount of the invoice will accrue interest calculated at a conventional rate of 12.4% per year (1.033% per month) from the due date, without the need for a formal notice.

9. Payments :

Vehicles must be paid for in full, and payment is generally made by bank transfer. When accepted by the seller, cash payments cannot exceed €3,000 per purchase order or proforma invoice. Deposits paid before delivery do not bear interest. It is expressly agreed, as an exception to Article 1583 of the Civil Code, that the transfer of ownership of the sold item is suspended until full payment of the sale price. Vehicles and goods remain the property of the seller until full payment is made. Bills of exchange are considered payments only when honored. In the event of non-payment or non-compliance with agreed payment deadlines, the seller may either immediately and without formal notice demand full payment of the remaining sums owed, as well as late payment interest in accordance with Article 8 above, or consider the sale as automatically terminated without further notice, apart from a registered letter or email sent to the buyer requiring them to return the vehicle within 24 hours. In this latter case, the seller may either retain the deposit(s) already received or demand compensation in the form of damages up to one-third of the vehicle's price. The price is payable without discount no later than at the time the vehicle is made available by the seller. Payments must be made to the seller's establishments, even if collection occurs at the buyer's residence for their convenience. The seller's agents and representatives are not authorized to collect any sums on behalf of the seller unless they have a special written authorization. Amounts paid may be made in cash, by a check drawn by the buyer on a Belgian bank and certified by the same, by transfer to our account at ING Bank (account number BE80 3101 0445 8477) at least eight days before the scheduled delivery date of the vehicle, or by an irrevocable and confirmed, divisible letter of credit certified by a Belgian bank, according to the exact terms of the letter of credit specimen provided to the client without any modifications. All transactions paid via letter of credit (L/C) will automatically incur an additional charge of 3% per letter of credit. In the event of non-payment in cash, all collection fees and bank commissions charged by our bank will be billed to the buyer. The application of VAT regulations will be carried out in accordance with the applicable legislation, under the sole and entire responsibility of the buyer.

10. Warranty :

Vehicles are delivered with only the manufacturer's warranty. Under no circumstances can the seller be held responsible for defects or faults in the vehicles purchased through them. Maintenance must be carried out solely by the manufacturer or their agents. The specific warranty conditions, if any, will be stated on the warranty certificate provided to the buyer when they take possession of the vehicle (applicable only if specific warranty conditions are available). The mileage displayed on the odometer is indicative and does not bind the seller in any way. In accordance with European regulations, a vehicle is considered new if it is less than six months old and has not traveled more than 6,000 km. The warranty for used vehicles is as agreed upon and signed by both parties, attached to the invoice at the time of delivery. If a warranty applies to used vehicles, it will be specified on the final invoice.

11. Insurance :

Goods are only insured upon the buyer's express request and provided that the premiums have been paid by the buyer before the risk coverage date. Otherwise, the goods are transported entirely at the buyer's risk.

12. Tests :

The seller may conduct a test of the vehicle upon the buyer's request. Any liabilities resulting from an accident during this test will be the buyer's responsibility. Staff members of the seller driving vehicles entrusted to the seller for resale will, by default, be under the full responsibility of the client-buyer.

13. Jurisdiction :

For any disputes arising from the execution or interpretation of this contract, only the French-speaking courts of Brussels shall have jurisdiction.

14. Right of Withdrawal :

Since this is a remote contract or an off-premises contract for export, the sale of a new vehicle made "to measure according to the specifications provided by the consumer" does not grant the buyer the right of withdrawal (Article 3, 14° of the Decree).

15. Miscellaneous :

The Dutch, English, Spanish, and Portuguese texts provided in the annex are for reference only. In the event of any discrepancy between the French text and any other language, only the French version shall apply. As a member of BeCommerce, the TransAutomobile website adheres to the BeCommerce Code of Conduct. All claims must be addressed to or copied to the following email: info@transauto.be

16. Contact :

Transautomobile 1595-1599, Chée de Waterloo - 1180 Brussels - Belgium. VAT : BE 0424.019.365 - Tel : +32 (0)2 352 01 31. E-mail : info@transauto.be

17. Services :

Since 1973, TransAutomobile has been selling tax-free and exporting to the country of your choice all types of vehicles: 4x4s, pickups, SUVs, buses, trucks, machinery, and various equipment in tropical or European versions, left-hand drive (LHD) or right-hand drive (RHD). TransAutomobile also provides transport services and spare parts supply.