



General Terms and Conditions for the sale of used motor vehicles by HW Exclusive B.V.

In these Terms and Conditions ("Conditions"):

- "Seller" "We" "Our" or "Us" means HW Exclusive B.V.
- "Buyer" "You" or "Your" means the buyer of the used motor vehicle.

The following conditions apply to the sale of used motor vehicles (referred to as the object/objects of purchase) by HW Exclusive B.V. (Seller) in its own name.

I. Conclusion of Purchase Contract / Transfer of Rights and Obligations of the Buyer

1. The Buyer is bound to their order for a maximum of three weeks. This period is reduced to ten days for vehicles that are available from the Seller. The purchase contract is concluded when the Seller confirms in writing, acceptance of the order for the specified object/objects of purchase within the specified periods or carries out the delivery. However, the Seller is obliged to inform the customer immediately if they do not accept the order.
2. The Transfer of Rights and Obligations of the Buyer, who is stated on the purchase contract, requires written consent from the Seller.

II. Payment

1. The purchase price and prices for ancillary services are due for payment before the object/objects of purchase is handed over to the Buyer and before the invoice is handed over or sent to the Buyer.
2. The Buyer can only offset against the Seller's claims if the Buyer's counterclaim is undisputed or there is a legally binding title; The Buyer can only assert a right of retention if it is based on claims from the Purchase Contract.

III. Delivery and Delay in Delivery

1. Delivery dates and delivery periods which can be agreed as binding or non-binding must be stated in writing. Delivery periods begin with the conclusion of the Purchase contract.
2. The Buyer can request the Seller to deliver the object/objects of purchase within ten days, or two weeks if it is a Commercial vehicle, after exceeding a non-binding delivery period. The Seller is in default once the request has been received. If the Buyer is entitled to compensation for damage caused by delay, this is limited to a maximum of 5% of the agreed purchase price in the case of slight negligence on the part of the Seller.
3. If the Buyer also wants to withdraw from the contract and/or demand damages instead of performance, they must set the Seller a reasonable deadline for delivery after the relevant period has expired in accordance with section 2, sentence 1 of this section. If the Buyer is entitled to damages instead of performance, the claim in the case of slight negligence is limited to a maximum of 5% of the agreed purchase price. If the Buyer is a legal entity under public law, a special fund under public law or an entrepreneur who, when concluding the purchase contract, is exercising their commercial or independent professional activity, claims for damages in the event of slight negligence are excluded. If the seller is unable to deliver the object/objects of purchase within the binding or non-binding period whilst they are in default, they shall be liable for the liability limitations stated above. The Seller is not liable if the damage would have occurred even if the goods had been delivered on time.
4. If a binding delivery date or a binding delivery period is exceeded, the Seller is already in default by exceeding the delivery date or the delivery period. The rights of the Buyer are then determined according to number 2, sentence 3 and number 3 of this section.
5. Force majeure or operational disruptions occurring with the Seller or their suppliers, which temporarily prevents the seller from delivering the object/objects of purchase on the agreed date or within the agreed period through no fault of their own, change the dates and periods specified in sections 1 to 4 of this section by the duration the performance disruptions caused by these circumstances. If such disruptions lead to a delay in performance of more than four months, the Buyer can withdraw from the contract. Other rights of withdrawal remain unaffected.

IV. Acceptance

1. The Buyer is obliged to accept the object/objects of purchase within eight days of receipt of the notice of readiness. In the event of non-acceptance, the Seller can make use of their statutory rights.



2. If the Seller demands compensation, this amounts to 10% of the purchase price. The Compensation for damages is to be set higher or lower if the Seller proves higher damage or the Buyer proves that less damage or no damage at all has occurred.

V. Retention of title

1. The object/objects of purchase remains the property of the Seller until the claims to which the Seller is entitled under the purchase contract have been settled. If the Buyer is a legal entity under public law, a special fund under public law or an entrepreneur who, when concluding the purchase contract, is exercising their commercial or self-employed professional activity, the retention of title also applies to claims of the Seller against the Buyer from the ongoing business relationship until settlement of the amounts due in connection with the purchase Requirements. At the request of the Buyer, the Seller is obliged to waive the retention of title if the Buyer has indisputably fulfilled all claims in connection with the object/objects of purchase and there is adequate security for the other claims from the current business relationship. During the period of retention of title, the Seller has the right to possess the registration certificate part II (vehicle registration document).
2. If the Buyer does not pay the due purchase price and prices for ancillary services or does not do so in accordance with the purchase contract, the Seller can withdraw from the purchase contract and/or, in the event of a culpable breach of duty by the Buyer, demand damages instead of performance if he has unsuccessfully set the buyer a reasonable deadline for performance, unless because the setting of a deadline is not necessary in accordance with the statutory provisions.
3. As long as the retention of title exists, the Buyer may neither dispose of the object/objects of purchase nor grant third parties contractual use.

VI. Liability for material defects

1. Claims of the Buyer due to material defects become time-barred one year after delivery of the purchased item to the customer. If the Buyer is a legal entity under public law, a special fund under public law or an entrepreneur who, when concluding the contract, is exercising their commercial or independent professional activity, the sale is made to the exclusion of any claims for material defects.
2. The shortening of the limitation period in Section 1 Sentence 1 and the exclusion of liability for material defects in Section 1 Sentence 2 do not apply to damage resulting from a grossly negligent or intentional breach of obligations on the part of the Seller, their legal representative or their vicarious agent or in the event of injury to life, limb or Health.
3. If the Seller has to pay for damage caused by slight negligence on the basis of the statutory provisions, the Seller's liability is limited: Liability only exists in the event of a breach of essential contractual obligations, such as those that the purchase contract intends to impose on the Seller according to its content and purpose, or the fulfillment of which is essential for the proper execution of the purchase contract and on compliance with which the Buyer regularly relies and may rely. This liability is limited to the typical damage that was foreseeable at the time the contract was concluded. The personal liability of the Seller's legal representatives, vicarious agents and employees for damage caused by them through slight negligence is excluded. Section 2 of this section applies accordingly to the aforementioned limitation of liability and the aforementioned exclusion of liability.
4. Irrespective of fault on the part of the Seller, any liability of the Seller in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and under the Product Liability Act remains unaffected.
5. If a defect is to be rectified, the following applies:
 - a) The Buyer must assert claims for material defects with the Seller. In the case of verbal notifications of claims, the Buyer must be given written confirmation of receipt of the notification.
 - b) If the object/objects of purchase becomes inoperable due to a material defect, the buyer can, with the prior consent of the Seller, turn to another master car mechanic.
 - c) The Buyer can assert material defect claims based on the purchase contract for the parts installed as part of the rectification of defects until the expiry of the limitation period for the purchased item. Replaced parts become the property of the seller.

VII. Liability for other damages

1. Other customer claims that are not specified in Section VI. "Liability for material defects" are regulated, become statute-barred in the regular limitation period.
2. Liability for delay in delivery is conclusively regulated in section III "Delivery and delay in delivery". For other claims for damages against the Seller, the regulations in Section VI apply. "Liability for material defects", paragraphs 3 and 4 accordingly.



VIII. Place of jurisdiction

1. The exclusive place of jurisdiction for all current and future claims arising from the business relationship with merchants, including bills of exchange and checks, is the registered office of the Seller.
2. The same place of jurisdiction applies if the Buyer does not have a general place of jurisdiction in The Netherlands, relocates their domicile or usual place of residence abroad after conclusion of the purchase contract or their domicile or usual place of residence is not known at the time the action is filed. For the rest, in the event of claims by the Seller against the Buyer, the place of jurisdiction shall be their place of residence.

IX. Right of withdrawal

The following cancellation modalities apply to all distance contracts with consumers, i.e. all contracts that are concluded exclusively via means of distance communication. The same applies to contracts with consumers that are concluded outside the business premises.

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you who is not the carrier took possession of the goods. To exercise your right of withdrawal, you must send us an email to HW Exclusive B.V., A. Einsteinlaan 31, 9615 TE Kolham, the Netherlands: info@hwexclusive.com by means of a clear statement (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You can use the attached sample revocation form for this, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send the communication regarding your exercise of the right of cancellation before the cancellation period has expired.

Consequences of revocation

If you revoke this contract, we have paid you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us have), immediately and at the latest within fourteen days from the day on which we received the notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged fees for this repayment. We may refuse repayment until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods to us, HW Exclusive B.V., A. Einsteinlaan 31 9615 TE Kolham, the Netherlands, immediately and in any case no later than fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is met if you send back the goods before the period of fourteen days has expired. You bear the direct costs of returning the goods.

Location & Date of signature

With his signature, the buyer confirms receipt of these used vehicle sales conditions (own business)



HW EXCLUSIVE

Withdrawal form

If you want to revoke the contract in accordance with Section IX of the General Terms and Conditions for the Sale of Used Motor Vehicles, please fill out this form and send it back.

1. To HW Exclusive B.V., A. Einsteinlaan 31, 9615 TE Kolham, The Netherlands,
E-Mail: Info@hwexclusive.com
2. I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/
the provision of the following service (*)

3. Ordered on (*)/received on (*)

4. Name of consumer(s)

5. Address of consumer(s)

6. Signature of consumer(s)

7. Date

(*)Cross out what is not applicable.