

## SPECIAL TERMS & CONDITIONS

### B – SALE OF PARTS

#### Art. 1 Supplementary Conditions

- 1.1 The legal relationship between the Supplier and the Client-Purchaser shall be governed, in addition to the provisions of Art. 1.1 of the General Conditions, by the Supplementary Conditions, which consist of the General Rules for the Return of Products, agreed dispatch arrangements and the provisions agreed in the Quotation and/or the confirmation of the order.
- 1.2 The documents described in Art. 1.1 of the present Special Terms & Conditions shall jointly form the "Sale Agreement" within the meaning of Art. 1.2 of the General Conditions.

#### Art. 2 Order

- 2.1 The Client-Purchaser shall place its order(s) by means of the Supplier's e-commerce system or by email or fax and all subsequent correspondence with regard to the said order must be conducted via one of these channels, unless otherwise prescribed in the Sale Agreement.

#### Art. 3 Payment deadline

- 3.1 Unless explicitly agreed otherwise in writing in the Agreement, the Client-Purchaser shall pay the Purchase Price and the Costs within thirty (30) days of the end of the month after the date on which the Supplier issues its invoice. The Supplier is, however, entitled to demand an advance or even full payment before proceeding with the delivery. At the Client-Purchaser's written request, the Supplier shall provide the latter, for a period of a maximum of thirty (30) days after the invoice date, with a copy of the bill of lading drawn up at the time that the Products were delivered to the Client-Purchaser. The Client-Purchaser recognises that – if it has failed to request the bill of lading within a period of thirty (30) days from the date of the invoice – that the Supplier is not obliged to provide the bill of lading and the Products will be deemed to have been delivered.

#### Art. 4 Delivery of the Products

- 4.1 Delivery to a Client-Purchaser based in the European Economic Area is EXW (ex-works), Supplier's warehouse (Incoterms® 2010), and to a Client-Purchaser based outside the European Economic Area delivery is FCA (free carrier) (Incoterms® 2010), unless otherwise agreed in writing. If it is agreed in writing, by way of a departure therefrom, that the Products Sold are to be delivered to a place indicated by the Client-Purchaser, then delivery may be made in the absence of the Client-Purchaser. The bill of lading shall in that case serve as proof of delivery.
- 4.2 In the event of damage to the packaging and/or an inadequate number of Products, the Client-Purchaser must report this at the time of delivery of the Products on the bill of lading. It must notify this to the Supplier in writing within twelve (12) hours of the delivery of the Products, by fax or email.

#### Art. 5 Transfer of risk and ownership

- 5.1 On delivery of the Products, the transfer of risk shall also take place.
- 5.2 **The ownership of the Products shall be transferred at the latest when the following events occur: on delivery of the Products, or at the time that full payment of the Purchase Price and Costs is made. Transfer of ownership is therefore suspended until that point in time.**
- 5.3 Until such time as the transfer of ownership of the Products has been fully completed, the Client-Purchaser undertakes:
  - 5.3.1 To keep the Products intact in nature and not to render the Products immovable due to intended use or by incorporation, nor to mix the Products with another moveable good; and
  - 5.3.2 To keep the Products in good condition and to make every effort to ensure that the Products are protected against any kind of partial or complete deterioration, including – but not limited to – as a result of fire, water damage, risk of explosion, theft, etc. The Client-Purchaser shall insure the Products against all risks, at least for the amount of the Purchase Price and Costs.
- 5.4 in the normal course of events, the Client-Purchaser is allowed to sell the Products whose ownership has not yet passed to it. The Client-Purchaser automatically transfers to the Supplier all claims from its clients which arise from the resale of Products of which the Supplier is still the owner, for the amount identical to the Purchase price of the said Products. The Client-Purchaser may collect the debts following the resale. At the Supplier's request, the Client-Purchaser will inform all its clients about the transfer of the claim and provide the Supplier with all information to enable it to assert its rights.

#### Art. 6 Condition of the Products and warranty by the Supplier

- 6.1 Second-hand Products are received by the Client-Purchaser as found. Reception of the second-hand Products by the Client-Purchaser at the time of delivery, stipulated in Art. 4.1 of the present Special Terms & Conditions, shall entail acceptance of the Products.
- 6.2 If the Client-Purchaser is of the opinion that the new Products that are delivered to it do not match the order or are visibly defective, the Client-Purchaser must file a written complaint to the Supplier within no more than 48 hours after the delivery of the Products. If, after the expiry of that deadline, the Supplier has received no written complaint from the Client-Purchaser, the Client-Purchaser will be deemed to have accepted the Products.
- 6.3 Latent defects must be reported in writing by registered letter to the Supplier by the Client-Purchaser within a period of eight (8) working days after the Client-Purchaser has identified them or ought normally to have identified them, and in any case within a period of three (3) months after the

date of delivery of the Products.

- 6.4 In the case of tailor-made and reconditioned Products, the Supplier shall furthermore be liable only for such latent defects as affect the essential components of the Products to such a degree, and oblige the Client-Purchaser to carry out repairs to such a degree, that had it known about them, the Client-Purchaser would never have proceeded with the Purchase Agreement.
- 6.5 The Supplier shall not be required to indemnify the Client-Purchaser if it emerges that:
- 6.5.1 The Client-Purchaser or a third party has made, or attempted to make, repairs or changes to the Products; or
- 6.5.2 The defects are the consequence of improper or abnormal use, such as, for example, the use of the Products for purposes other than those for which they are reasonably intended, overloading, (inappropriate) application in a way which does not match the instructions for correct use, assembly, maintenance, installation or use which does not match the technical or safety standards applicable in the place where the Products are used; or
- 6.5.3 For damage which is related to normal wear and tear, disturbances caused by inexperience and/or negligence on the part of the Client-Purchaser, overloading, non-recognised interventions, accidental occurrences and Force Majeure; or
- 6.5.4 The defects have not been correctly reported to the Supplier in detail in a timely manner, i.e. within the above deadlines, in accordance with the General Rules for the Return of Products.
- 6.6 If the Products show non-conformities, visible or latent defects, and if after inspection by the Supplier's technical staff, there is found to be a non-conformity, visible or latent defect with regard to the Products, it is explicitly agreed that the Supplier, according to its expert opinion and at its discretion, may either ask for repair or replacement of the Products, or else ask for a price reduction, or else that the Sale Agreement may be dissolved with the reimbursement of the Sale Price and the return of the Products. The Client-Purchaser is not entitled to claim any additional reimbursement for direct or indirect damage.
- 6.7 **The ownership of Products repaid or replaced by the Supplier shall automatically and without reimbursement pass to the Supplier. All costs in respect of transport, customs, assembly, dismantling, travel and accommodation shall be borne by the Client-Purchaser.**
- 6.8 Insofar as granted under the law, all guarantees or conditions implicit herein shall be excluded.

#### **Art. 7 Handling of complaints and Product Returns**

- 7.1 All complaints and Product Returns are governed by and interpreted in accordance with the General Rules for the Return of Products, which can be found on the relevant page of the Supplier's website, [www.tvh.com/avv](http://www.tvh.com/avv).