



## GENERAL TERMS AND CONDITIONS OF SALE

### **1. DELIVERY**

To be valid, all orders must be approved by Carros Truck Center. Carros Truck Center may still refuse to carry out repairs if the client has not met one of their obligations with regard to Carros Truck Center, particularly on the subject of payment.

### **2. TERMS OF PAYMENT**

Unless otherwise agreed or specified in the invoices, the payment shall be made in cash, without discount, upon completion of the works. Any delay in payment shall automatically trigger, without prior notice, interest calculated at the monthly rate of 7 per cent until the whole payment is received. The payment of this interest does not authorise the client to defer the main payment. The payments may only validly be made by payment either to the Carros Truck Center bank account or at the Carros Truck Center till. If payment is not received within eight days of notice being given, the amount of the invoice shall be increased by 20 per cent, with a minimum fixed and irreducible penalty charge of EUR 50.00. Any deviation from these rules granted by Carros Truck Center must be considered as a simple act of tolerance, which they can always choose to end.

### **3. CLAIMS**

Any claims regarding invoices shall not be considered eight days after delivery/repair. After this time period, we will consider our invoices as definitively accepted by the client. In addition, claims are not a justification, in any case, for refusing to pay invoices.

### **4. GUARANTEE**

The validity of the guarantee period is one year from the vehicle leaving the Carros Truck Center workshops. During this period, any problem noticed must be reported to Carros Truck Center. Any work carried out under guarantee shall be done in the Carros Truck Center workshops, during the opening hours of 8:00 a.m. to 4:30 p.m., Monday to Friday. Carros Truck Center does not take responsibility, in any case, for works carried out outside their workshops, costs related to misuse of equipment, as well as costs related to a replacement vehicle or any costs linked to keeping the vehicle in the Carros Truck Center workshops.

### **5. DISPATCH**

Vehicles are always dispatched at the client's own risk. Vehicles entrusted to Carros Truck Center are driven by their staff, for which the client is at all times fully liable. Repairs are carried out solely at the risk of the broken-down vehicle's owner.

### **6. OWNERSHIP**

The Carros Truck Center general terms and conditions supersede those of the client in the event of conflict.

### **7. RIGHT TO RETENTION**

Any vehicles held in our workshops may be held by Carros Truck Center as additional security for the payment of invoices.

### **8. JURISDICTION OF COURTS**

Any disputes related to the interpretation or execution of these provisions shall be under the exclusive jurisdiction of the Tribunal de Mons. If the client resides abroad, the court with jurisdiction shall exclusively be the Tribunal de Mons.