

## Terms and conditions

AGC Armoured German Cars Roscher GmbH & Co. KG

### 1. PLACING OF ORDER

1. We exclusively sell under these conditions. Payment conditions set by the purchaser, as far as they are not concordant with the following regulations and the content of the order confirmation, shall be deemed to be objected and excluded.
2. The Ordering Party authorises the Contractor to place sub-orders and to conduct test drives and transfers of vehicles.
3. All offers, deliveries and performances are exclusively conducted on the basis of these General Terms and Conditions of Trade.
4. Until the placing of order, our offer shall not be binding.
5. In the written order or a confirmation letter, the performances to be rendered and an estimated delivery date shall be determined.

### 2. DELIVERY - COMPLETION

1. Completion and delivery dates are strictly without obligation. Completion and delivery dates, which have been indicated as binding, are to be complied with by the Contractor. Should compliance with the determined deadline become impossible due to force majeure, riots, strike, lockout or considerable operational disturbance through no fault of the Contractor (e.g. absence of skilled personnel or suppliers), he shall be released from his obligation to compensate for damages due to delay caused by such circumstances. Accordingly the above applies to delays caused by subsequent changes or extension of the originally determined size of order.
2. For parts, which are dispatched to an address appointed by the Ordering Party, the risk passes to the Ordering Party as soon as the goods have been handed over to the carrier or have left the Contractor's store to be dispatched. If the dispatch is delayed on demand of the Ordering Party, the risk already passes over to the buyer as soon as he has been informed that the goods are ready for dispatch. Unless otherwise agreed upon, the Ordering Party shall specify the appropriate means and route of transport. All costs for dispatch and transport shall be covered by the Ordering Party. Goods that are dispatched from the Contractor's store shall only be insured at the Ordering Party's request and expense and in the name of the Ordering Party.

### 3. ACCEPTANCE

1. After completion of the assembly work, the Ordering Party shall receive and accept the order subject on the Contractor's premises, unless expressly otherwise agreed.
2. The Ordering Party automatically defaults on acceptance, if it culpably misses picking up the order subject within a week after receiving advice of completion and the hand-over or consignment of the invoice and if the Contractor has thereupon reminded it.
3. In the case of default of acceptance, the Contractor has the right to charge the customary safe-deposit fee; at the Contractor's discretion, the order subject can also be kept in another place. Custody as well as return consignment to the Contractor's hands shall be carried out at the Ordering Party's risk and costs.

### 4. INVOICE

1. Objections to the invoice have to be made in writing within six weeks after its receipt.
2. For the case that net prices (excluding VAT) were determined and charged, the Ordering Party assures that the vehicle will be exported outside the European Union after pick up. Within four weeks after pick up of the vehicle, the Ordering Party is obligated to submit an official confirmation to the Contractor, saying that the vehicle has indeed been exported outside the European Union (export certificate). Should the Ordering Party default on this, the Contractor has the right to charge 16% of the agreed price as compensation. This amount is to be paid by the Ordering Party on the Contractor's first request.

### 5. PAYMENTS

1. All payments are to be made on dispatch or acceptance of the order subject and delivery of the invoice without any deduction or discount.
2. If the order subject is picked up from the Contractor's premises, the payment is to be made in cash, FSCB cheque or transfer into the Contractor's account. The receipt date of the payment on the Contractor's account shall be decisive for the timeliness of the payment. Any offset with counterclaims shall be excluded, unless affirmed by the Contractor or validly decided by a German court.
3. Default interests of 6 percentage points over the respective base lending rate, in compliance with article 247 of the German Civil Code, will be charged. If further costs, such as bank charges etc., can be verified, these expenses shall also be paid by the Ordering Party.
4. In principle an advance payment, to be made by the Ordering Party, will be agreed upon. Provided that the Contractor carries out modifications on a vehicle supplied by the Ordering Party, 50% of the agreed price shall become due as advance payment immediately after conclusion of the contract. If the order also includes the procurement of a new or used vehicle by the Contractor, 100% of the agreed price for the vehicle plus 50% of the price for the modification will become due immediately after conclusion of the contract. The Contractor has the right to retain his contracted performances until the above-mentioned payments have been made in full by the Ordering Party.

## 6. WARRANTY / GUARANTEE

Under the following conditions, the Contractor shall warrant for the contracted performances or delivered parts. An entitlement to damages caused by non-performance due to absence of warranted characteristics will remain unaffected hereby:

1. If the Ordering Party accepts the order subject in spite of being aware of a defect, he shall only be entitled to guarantee claims in case he may have reserved himself this right on acceptance.
2. In case of conditional acceptance or a later discovered defect, the Contractor shall warrant, if the defect is advised within twelve months after acceptance.
3. The Contractor has to be notified of all defects in writing immediately after their ascertainment. Furthermore, the defects shall be accurately described. Any natural technical wear shall be excluded from the warranty.
4. In principal, all warranty defects will be removed in the Contractor's workshop and at his costs. In the following cases, the removal of defects can be conducted by another qualified workshop:
  - a) as a result of a defect, the vehicle cannot be set into operation and the Contractor's workshop is situated more than 50 km from the vehicle's location; the work shall only start upon approval by the Contractor.
  - b) even in case of imperative need, the operating party is not freed of his duty to immediately inform the Contractor of the defect, advising also the address of the contracted workshop; the work shall only start upon approval by the Contractor.

The Contractor shall bear the costs necessary for rectifying the defect, such as wages, material, freight and towing costs.

5. In case of defects on parts, which were not assembled by the Contractor, but were dispatched on request of the Ordering Party, the Contractor has the option of either removal of the defect or a compensation delivery at his cost.
6. If defects are remedied in another qualified workshop, it shall be noted in the written order that the contracted performance is a removal of defect on behalf of the Contractor. On all accounts, it must be annotated that the dismantled parts are to be held available for an appropriate period of time. The Contractor is obligated to reimburse the Ordering Party for all demonstrable costs incurred. The Ordering Party has the obligation to work towards keeping the costs for the removal of the defects as low as possible.
7. If a defect cannot be removed, or a further attempt to remove it is unreasonable for the Contractor, instead of the removal of defect the Ordering Party can demand abatement of the payment or rescission of the contract. In cases of a deliberate act or gross negligence, the Ordering Party is entitled to claiming damages for non-performance. The same applies if the Ordering Party was entitled to a compensation delivery.

8. No right for compensation can be claimed on account of the following damages
  - a) if the Ordering Party failed to immediately after its ascertainment send the Contractor a written notification and description of the defect;
  - b) if the order subject was not returned immediately after ascertainment of the defect; if the removal of a defect cannot be conducted in the Contractor's workshop due to imperative need, the Contractor shall be notified immediately after occurrence of the defect and the note should bear the contracted workshop's name and address.
  - c) if the Ordering Party contracted another workshop in the meantime to repair or change the parts on which the defect occurred, or any change or repair has taken place on request of or directed by the Ordering Party without the exceptional case described in article 4 becoming effective.
9. Declarations made by the Contractor, associated with this contract (e.g. specification of services, reference to DIN standards etc.), do not imply the acceptance of a guarantee in the case of doubt. In a case of doubt, only expressed declarations in writing by the seller on the acceptance of guarantee shall be decisive. Contractual basis for warranty claims are material defects, faulty production or assembly. Wear parts, as well as all parts if used in motor sports competitions and damages due to insufficient fuel quality and damages on account of adjusting work and maintenance conducted by others than the Contractor, are not subject to warranty claims. Warranty is limited to the replacement or repair of the affected parts as well as reimbursement of the involved labour costs.

## **7. EXTENDED LIEN**

1. On behalf of the accounts receivable from the order, the Contractor is contractually entitled to lien on all objects, which he has taken possession of in connexion with the order.
2. The contractual lien can also be asserted for accounts receivable from previously conducted works, parts deliveries and other deliveries, if they can be associated with the order subject. For other receivables resulting from the business relationship, the contractual lien only applies as long as these are undisputed or a legally binding title can be presented and the Ordering Party is the owner of the order subject.

## 8. LIABILITY

1. The Contractor can be made liable for damages and losses concerning the order subject as well as the content of the vehicle if expressly delivered in trust and damages on account of test drives and transfers if he, his legal agents or his vicarious agents are at fault.
2. The Contractor has the obligation to repair the order subject free of charge, if damages occur. If repair of the order subject should be impossible or unreasonably high costs are involved, the replacement value on the day of the damage shall be compensated. Compensation shall not exceed the manufacturer's suggested retail price for the order subject, or in case the same model does not exist any more, the manufacturer's suggested retail price for a similar model with standard equipment on the day of the damage. The same applies for the loss of the order subject or parts thereof. In case of loss of expressly in trust delivered additional vehicle content, the current value will be replaced. Assessment of the replacement value shall be done by a sworn motor vehicle assessor, if mutual consent cannot be reached. The Contractor shall be charged with the costs for the assessor. Furthermore, the Contractor is obligated to reimburse necessary towing costs and compensate for possible personal injuries to the maximum amount of the statutory minimum sum insured for personal injury in compliance with the obligatory-insurance law. The limitation of liability does not apply for wilful damages and damages caused by gross negligence.
3. Further compensation for direct and indirect damages will not be paid to the Ordering Party, no matter on which legal grounds, unless the Contractor acted deliberately or grossly negligent.
4. The Contractor's legal agents, vicarious agents and employees can only be made liable by the Ordering Party in cases of deliberate act and gross negligence.
5. The Contractor is obligated to immediately inform the Ordering Party of any damages and losses. Likewise, the Ordering Party is obligated to give the Contractor written notice and exact description of any damages or losses he is expected to compensate, immediately after ascertainment. Personally claimed damages and losses, which are admitted by the Contractor, need to be confirmed in writing by the Contractor.

## 9. RETENTION OF TITLE

1. Legal title to the parts delivered and assembled by the Contractor shall not pass to the Ordering Party unless the agreed price has been paid in full and all the Contractor's accounts receivables resulting from the business relation have been settled.
2. Within the framework of orderly conducted business transactions, the Ordering Party is entitled to processing and reselling the goods subject to retention of title clause, as long as it does not default on payment. Pledges and transfers by way of security are inadmissible. By way of security, the Contractor assigns any future claims resulting from the resale or other legal grounds in connexion with the goods subject to retention of title clause, to the Ordering Party to the full extent. Until revoked, the Contractor authorises the Ordering Party to collect the assigned claims for the invoice on his behalf. On demand of the Contractor, the Ordering Party shall reveal the assignment of the claim and supply the Contractor with the necessary information and documents.
3. Processing or remodelling of the goods subject to retention of title shall always be on the Contractor's behalf and without any obligation for him. If the Contractor's property in the goods expires because the goods are combined with other articles, it is hereby agreed that the Ordering Party's title to the new article passes to the Contractor in value percentage.
4. Should a third party claim title to the goods subject to retention of title clause, the Ordering Party shall inform the third party of the Contractor's property right and immediately notify the Contractor and hand over all documents necessary for filing an objection. All costs and damages incurred by the title claim and filing of objection are to be paid by the Ordering Party.
5. In case of noncontractual behaviour on the part of the Ordering Party, especially default on payment, the right for further use of the goods subject to retention of title clause and the authorisation to collect the assigned claims shall expire. Furthermore, the Contractor has the right to retract the goods subject to retention of title clause at the cost of the Ordering Party or, where required, to demand the assignment of the Ordering Party's claim for return (Herausgabeanspruch) towards a third party. Retract of goods as well as distraint upon the goods subject to retention of title clause, is no cancellation of contract.
6. If the value of the provided securities exceeds the Contractor's receivables from the business relationship by more than 20%, the Contractor is, on demand of the Ordering Party, insofar obligated to carry out a reassignment or release at his own option. Upon payment of all the Contractor's receivables, the property in the goods subject to retention of title clause and the assigned claims pass on to the Ordering Party.

## 10. JURISDICTION

Hamburg shall be exclusive jurisdiction for all current and future claims resulting from the business relationship with merchants who have been entered as such in the commercial register and legal bodies, including bills of exchange and claims from cheques. The same jurisdiction applies when the Ordering Party has no place of general jurisdiction in the inland or, after the contract is concluded, his place of residence or normal whereabouts are unknown at the time the action is filed. The contract is subject to the law of the Federal Republic of Germany.