



OMEGA AUTOMOTIVE – GENERAL TERMS & CONDITIONS

Definitions and Applicability

A. The user of these General Terms and Conditions is Omega Automotive GmbH

B. These General Terms and Conditions apply to and form part of all agreements to which Omega Automotive GmbH is a party including but not limited to situations in which Omega Automotive GmbH acts as the seller or buyer of goods or mediates in the same or as the principal in the rendering of services.

C. These General Terms and Conditions will prevail at all times over any terms and conditions, whatever named, used by the other party. Insofar as necessary Omega Automotive GmbH hereby expressly rejects the applicability of the other party's general terms and conditions including specific conditions of the other party. The same applies to the extent that such terms and conditions of the other party may have applied in a previous agreement between Omega Automotive GmbH and the other party. Omega Automotive GmbH does not accept any reference by the other party to its own general or specific terms and conditions.

General terms and conditions of purchase

1. Conclusion of Agreement

1.1 A request of Omega Automotive GmbH is followed by a written offer by the other party. If further to that offer Omega Automotive GmbH wishes to place an order with the other party, the agreement is concluded at the time of dispatch of the written order by Omega Automotive GmbH.

1.2 In the event of a no-obligation quotation by the other party or an order by Omega Automotive GmbH without a prior written offer by the other party, the agreement is concluded only by the other party's written acceptance of said order within 14 days after its dispatch. In the event that the goods are delivered to Omega Automotive GmbH in conformity with the order within said term and Omega Automotive GmbH accepts the goods delivered, the agreement is concluded upon acceptance.

1.3 Omega Automotive GmbH is bound only by acts performed in writing by Omega Automotive GmbH or a duly authorised representative. In connection with the aforesaid authorisation the other party must rely on the information concerning Omega Automotive GmbH that is available from the trade register of the Chamber of Commerce.

2. Prices and Set-Off

2.1 All prices agreed between Omega Automotive GmbH and the other party are in Euro, exclusive of VAT and inclusive of Pre-Delivery Inspection; interim price adjustments are not possible. The set-off of mutual claims by the other party is hereby excluded. Omega Automotive GmbH and the other party may agree otherwise in writing.

3. Delivery

3.1 Delivery will be made within the agreed term or on the agreed

date in the location designated by Omega Automotive GmbH. If the other party knows or at any rate should know that it cannot make delivery, cannot make delivery in time and/or cannot make delivery in conformity with the agreement (inadequately) it must notify Omega Automotive GmbH immediately and in writing. In that case the other party must also notify Omega Automotive GmbH of the reasons. The other party will be liable for all loss and damage that Omega Automotive GmbH will sustain in the event of the other party's non-delivery, late delivery and/or inadequate delivery.

3.2 Unless Omega Automotive GmbH and the other party agree otherwise in writing, the other party must make delivery itself and does not have the right to let others make delivery. The other party will at all times remain responsible for timely and adequate delivery.

4. Invoices, Payment Term, Set-Off and Transfer of Rights and Obligations

4.1 Omega Automotive GmbH must pay the other party's invoice(s) within 45 days of delivery or within 45 days of receipt of the invoice(s) if it/they are received later. Payment by Omega Automotive GmbH of the invoice(s) of the other party does not mean that Omega Automotive GmbH relinquishes its rights and/or approves the goods delivered. Omega Automotive GmbH has the right to set off any sums it owes the other party against the claims it has against the other party. If the other party forms part of a group, the same applies with respect to group companies, as well as any other companies associated with the other party. The other party warrants and represents that said right of set-off will be respected by the aforesaid companies and/or group companies. To the extent necessary Omega Automotive GmbH hereby rejects any exclusion of set-off by the other party.

4.2 The other party hereby grants (insofar as necessary) permission to Omega Automotive GmbH to transfer rights and obligations arising from current and future agreements between Omega Automotive GmbH and the other party to third parties designated by Omega Automotive GmbH. The other party does not have the right to transfer rights and obligations under said agreements to third parties, unless Omega Automotive GmbH has granted its prior permission in writing.

5. Conformity

5.1 The other party warrants and represents that the goods delivered comply with the agreement and are fit for the intended purpose.

6. Liabilities

6.1 The other party is liable for all loss and damage of whatever nature and however caused, sustained by Omega Automotive GmbH as a result of non-delivery, late delivery and/or inadequate delivery.

6.2 The other party is liable also for all loss and damage of whatever nature and however caused to be sustained by Omega Automotive GmbH or third parties because of any actions or omissions by the other party and/or (legal) persons engaged by



the latter.

6.3 The other party indemnifies Omega Automotive GmbH against claims by third parties on account of loss and damage caused by acts or negligence of, for instance, the other party, (legal) persons engaged by the latter or by non-delivery, late delivery and/or inadequate delivery.

6.4 The other party is required to take out adequate insurance against the liabilities referred to in these general terms and conditions of purchase.

7. Dissolution

7.1 In the event that the other party is in default on account of non-compliance (inadequate compliance) with its obligations under the agreement with Omega Automotive GmbH and/or other related agreements Omega Automotive GmbH has the right to dissolve the agreement wholly or partially, without a notice of default or judicial intervention being required, by means of an extrajudicial written statement, without Omega Automotive GmbH being required to pay any loss or damage sustained by the other party. The above does not affect Omega Automotive GmbH right to compensation in full and/or other rights.

7.2 The above applies also in the event that the other party has applied for bankruptcy or suspension of payments or in the event of the other party's liquidation and takeover in the broadest sense.

8. Personnel on Loan

8.1 If Omega Automotive GmbH borrows personnel from the other party, the latter warrants and represents to Omega Automotive GmbH that it will meet all its (fiscal) obligations under all the relevant statutory regulations. The other party indemnifies Omega Automotive GmbH against all claims in connection with the above obligations.

9. (Extra) Judicial Costs

9.1 If the other party fails to comply with its (payment) obligations, all (extra) judicial costs to be incurred by Omega Automotive GmbH as a result must be paid by the other party, with a minimum of EUR 5,000 exclusive of VAT.

General terms and conditions of sale

10. Conclusion of Agreement

10.1 All offers of Omega Automotive GmbH with regard to models, prices and specifications are merely indicative and not binding unless Omega Automotive GmbH and the other party have explicitly agreed otherwise in writing.

10.2 The agreement is concluded upon written confirmation by Omega Automotive GmbH.

10.3 Any additions to and/or deviations from agreements will be valid only if and after Omega Automotive GmbH as well as the other party have agreed in writing.

10.4 The provisions contained in Article 1.3 will apply in full.

11. Prices

11.1 All prices agreed between Omega Automotive GmbH and the other party are in Euro and exclusive of VAT, unless Omega Automotive GmbH and the other party explicitly agree otherwise.

11.2 Unless explicitly agreed otherwise, prices are based on delivery from the business premises of the party originally supplying (hereinafter; 'the original supplier'), i.e. not being Omega Automotive GmbH.

11.3 Unless explicitly agreed otherwise service costs and costs of transportation are not included.

11.4 Price increases or changes in specifications by the plant or original supplier may be implemented at all times without prior notice.

12. Delivery and Cancellation

12.1 None of the delivery times offered are absolute deadlines but are based on the plant's schedule at the time of the order. This may change, however, due to production shortage, technical problems, shutdown, delays in transport, strikes, riots, war, natural and/or environmental disasters, etc. that are beyond Omega Automotive GmbH control. In that case the delivery date will change accordingly.

12.2 The cars must be collected as soon as possible, but at any rate within 14 days after the notice that the cars have been paid and are ready, failing which the other party owes garaging costs for each car in the amount of EUR 25 a week, without prejudice to Omega Automotive GmbH's right to claim additional loss and damage.

12.3 The cars remain the supplier's property until the other party has met all its (payment) obligations and the cars have been collected by or by order of the other party.

12.4 Orders accepted by Omega Automotive GmbH cannot be cancelled unless Omega Automotive GmbH has been notified in writing within 48 hours of receipt of the signed order.

12.5 If the other party fails to meet its (payment) obligations or fails to do so in time, Omega Automotive GmbH reserves the right to claim specific performance with due observance of the provisions contained in Article 13.5, or compensation in the amount of 15% of the purchase price and any additional amounts due.

13. Invoices, Payment Term, Set-Off and Transfer of Rights and Obligations

13.1 The purchase price and any additional amounts must be paid before the cars are collected by or by order of the other party.

13.2 Payment must be made by bank transfer. Other payment methods are possible only if approved in writing by Omega Automotive GmbH.

13.3 If a down payment has been agreed, the cars will not be ordered until after receipt of that deposit.

13.4 If a down payment has been received, the remaining amount due will be the total amount of the purchase price plus any additional amounts minus the down payment received.

13.5 If the payment in full (i.e. the total sum referred to in Article 13.4) has not been made within 10 days of notice of the cars' arrival, Omega Automotive GmbH has the right to charge to the



other party a monthly interest of 1.5% of the afore said payment in full, garaging costs in the amount of EUR 25 for each car a week, plus a penalty in the amount of EUR 250 for each car a week, without prejudice to the right to claim additional loss and damage.

13.6 The other party is not entitled to set off against any claims it may have against Omega Automotive GmbH.

13.7 The other party does not have the right to transfer the rights and obligations under agreements with Omega Automotive GmbH to third parties unless Omega Automotive GmbH has granted prior permission in writing.

14. Liabilities

Save in the event of wilfulness or gross negligence Omega Automotive GmbH will not be liable for loss or damage sustained by the other party, of whatever nature or however caused, including but not restricted to loss and damage sustained by the other party as a result of non-delivery, late delivery and/or inadequate delivery.

15. Warranties

The cars come with the standard manufacturer's warranty (as applicable in the original supplier's country). It is possible that the warranty does not apply outside the EU, among other things. Omega Automotive GmbH will never be liable for any dispute in connection with the warranty.

16. Zero Rate

If at the other party's request the cars are zero rated because the cars sold are transferred to other member states of the European Union, the other party undertakes to satisfy all the required criteria to realise a valid intra-Community transaction. If for whatever reason it is not possible to apply the zero rate (in retrospect) the other party will owe an amount equalling the amount that would have been due in the event of domestic delivery of the car(s) in question. At Omega Automotive GmbH's request, however, the other party will be required to immediately pay said amount in full to Omega Automotive GmbH. In that case repayment will not be made until and only if the other party has satisfied said criteria to Omega Automotive GmbH's satisfaction. The other party is liable for and indemnifies Omega Automotive GmbH at any rate against all loss and damage arising from non-compliance with said criteria. - 6 -

17. (Extra) Judicial Costs

17.1 The provisions contained in Article 9.1 apply in full.

Regarding purchases as well as sale

18. Conversion

18.1 A. If one or several of the above provisions are or become invalid, the validity of the other provisions will not be affected. In that case the invalid provision will be replaced by a new provision that corresponds as much as possible with the invalid provision

in terms of contents, scope and purpose as well as Omega Automotive GmbH

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As of February 2014