

General Contractual Terms and Conditions of Imholz Autohaus AG

1. Vehicle characteristics

Measurements and data provided in prospectuses and lists are intended purely as approximate figures. Reasonable changes may be made to the vehicle described in the Contract in terms of shape, colour shade or deliverables, provided that they are not significant. However, the Company shall not be obliged to deliver a vehicle with a different build. Details concerning standard energy consumption and CO2 emissions correspond to the type approval for the vehicle model at the time of the offer or Contract of Sale. Due to technical reasons and based on the individual configuration, it is possible that the figures for the specific individual vehicle may differ from these. Details concerning the energy efficiency class reflect its classification at the time of the offer or Contract of Sale. Efficiency classes are revised annually, which means that the vehicle may have been allocated to a different energy class (even if the relevant parameters remain unchanged) at the time of delivery.

2. Price changes

The price for the vehicle purchased shall be based on the Company's list price upon conclusion of the Contract. If any changes occur and actual delivery is to occur more than three months after the conclusion of the Contract, the Company shall be entitled to adjust the price in proportion with the increase or reduction in the list price. The purchase price shall be adjusted in this manner under all circumstances following changes to the net list price owing to changes in trim in the event of model changes or changes to the statutory rate of VAT or other charges and duties. If upon trade-in the mileage of the part-exchange vehicle has increased by more than 1,000 km above the figure stated in the Contract, the trade-in value indicated overleaf shall be reduced by 0.1% for every additional 100 kilometres travelled.

3. Vehicle handover and payment

The Company shall be obliged to hand the vehicle over to the Buyer, whilst the Buyer for his/her part shall be obliged to hand over any part-exchange vehicle to the Company and to pay the purchase price. The part-exchange vehicle handed over shall be offset against the purchase price in the amount of the trade-in price. Following consultation with the Buyer, the Company shall determine the time and place for, and other arrangements applicable to, the handover of the vehicle and the trade-in vehicle as well as the payment terms for the purchase price.

Unless agreed otherwise in writing, the purchase price for vehicles, accessories and other incidental services shall be payable at the time the relevant object purchased is handed over. Any trade-in vehicle must be handed over at the same time.

4. Reservation of title

Ownership of the vehicle including all accessories shall remain with the Company until the price owed has been paid in full, including any default interest and costs. Accordingly, the vehicle may not be disposed of (i.e. sold, gifted, pledged, etc.) until the purchase price has been paid in full. The Company shall have the right to arrange for the reservation of title to be entered into the Register of Reservations of Title (Article 715 of the Swiss Civil Code).

5. Trade-in vehicle

The trade-in vehicle is described in the Contract of Sale. The buyer warrants that no third parties are vested with any rights or reservation of title whatsoever over it. In addition, he/she shall also disclose any damage caused by accidents, modifications, tuning etc.

6. Liability for quality defects

- 6.1 The Buyer may invoke the manufacturer's warranty / second-hand vehicle warranty in accordance with the warranty terms and conditions provided to him/her, and the statutory warranty shall therefore not apply, unless required otherwise by law.
- 6.2 Instead of the statutory quality warranty, the Buyer shall be entitled to require the Company to rectify any defects (remedial work) in accordance with the following clauses:
 - a) Repair or exchange of defective parts and rectification of other damage to the vehicle, where this has been caused directly by the defective parts. Ownership of any parts replaced during the course of remedial work shall lie with the Seller.
 - b) The Buyer shall report any defects to the Seller without undue delay after they have been discovered. He/she shall hand the vehicle over to the Company for repair upon request.
 - c) All warranty obligations shall lapse in the event of improper treatment, maintenance or care of the vehicle, if the vehicle is subjected to excessive strain, altered or modified without authorisation and also in the event that the operating instructions are not complied with. In addition, any technical servicing required by the manufacturer must be carried out without undue delay after the need for it has become apparent and may not be refused without good reason. The warranty obligation does not under any circumstances cover natural wear and tear.
- 6.3 The Company shall be entitled to choose to deliver a vehicle that is compliant with the Contract instead of performing remedial work.
- 6.4 If it is not possible to rectify a material defect notwithstanding the performance of remedial work on more than one occasion, for the duration of the manufacturer's warranty the Buyer shall be entitled to a reduction in the purchase price or to rescind the Contract. The Buyer shall not under any circumstances be entitled to require the supply of a replacement. In the event that the Contract is rescinded the distance travelled in kilometres shall be remunerated. (0.67% of the purchase price for each 1,000 km or part thereof.)
- 6.5 The performance of remedial work shall not have the effect of extending the warranty.
- 6.6 Unless required otherwise by law, no further warranty claims whatsoever may

be brought.

- 6.7 Any residual entitlement to the warranty shall pass to the subsequent buyer in the event that the vehicle is sold.

7. Default

- 7.1 Default by the Seller: the statutory consequences of default may only be invoked by the Buyer following non-delivery upon expiry of a grace period set in writing of 15 days after the intimation of formal written notice to perform (Articles 107(1) and 108 of the Swiss Code of Obligations). No claims may be made in respect of losses for which the Company was not at fault, including in particular losses resulting from delayed delivery by the manufacturer or importer, strikes etc.
- 7.2 Default by the Buyer: the purchase price or the residual purchase price for the vehicle shall be paid at the latest at the time the vehicle is handed over. If the Buyer is late in payment of the purchase price notwithstanding the intimation of formal written notice to perform, the Company shall set him/her a grace period of 14 days. Upon expiry of the grace period it may:
 - a) insist on compliance and claim damages
 - b) withdraw from the Contract and claim 15% of the price of the vehicle sold as compensation, which shall be without prejudice to the right to claim further damages. The interest payable in the event of default or a payment deferral by the Buyer shall be set at 1% above the interest rate charged for variable mortgages by UBS Inc. If the Company exercises its right of withdrawal after the vehicle has been placed into circulation, damages shall be calculated as follows: 15% of the purchase price for the depreciation of the vehicle due to its placing into circulation plus 1% of the price for each full month after acceptance of the vehicle plus 0.67% of the purchase price for each 1,000 km or part thereof. The Buyer may furnish proof to the effect that the losses were significantly lower; conversely, the Company shall be entitled to document and claim any losses that are significantly higher.

8. Allocation of risk

The Seller shall bear the risk of the loss of or any fall in the value of the vehicle sold until it is handed over. In the event of a default by the Buyer on payment for the vehicle purchased, risk shall pass to him/her upon expiry of a grace period set in writing. The Seller shall bear the risk of the loss of or any fall in the value of the part-exchange vehicle until it is handed over. If the Seller is late in accepting the part-exchange vehicle, risk shall pass to it.

9. Data protection

The Buyer acknowledges that his/her personal data may be processed and used for the purpose of performance of the contract, customer support, customer information and customer surveys as well as for marketing purposes including advertising by post, electronically (e.g. by email) or over the telephone by the Company, the importer, the manufacturer and/or authorised partners/service providers.

He/she further acknowledges that his/her data may be transmitted to the Company, the importer, the manufacturer and/or authorised partners/service providers. Data will be processed in accordance with applicable data protection law. No data shall be passed on to unauthorised third parties. The Buyer is invited to cross below if he/she does not wish to consent to receiving advertising (e.g. by email/telephone):

10. GTC for workshop services

Upon conclusion of a contract of sale for a new/second-hand vehicle, the Buyer shall also be deemed to have accepted and acknowledged the relevant applicable GTC of the Company for repairs and servicing, workshop visits, bodywork and re-spraying, the provision of cost estimates and the sale and installation of spare parts and accessories. These GTC for workshop services shall be issued at the time of the sale and/or may be downloaded at any time from www.imholz-autohaus.ch.

11. Binding subject to approval

This Contract shall be binding subject to approval by the management of the Seller. Approval shall be deemed to have been granted unless the Company declares to the Buyer in writing within 7 days that it wishes to withhold approval. No damages shall be payable in the event that approval is withheld.

12. Amendments to the Contract

Any amendments or supplements to the Contract shall only be valid if they have been agreed to in writing.

13. Jurisdiction

This Contract shall be governed by Swiss law, and the UN Convention on Contracts for the International Sale of Goods shall not be applicable. Jurisdiction over all disputes shall be established with reference to the registered office of the Company; jurisdiction in relation to consumer contracts may alternatively be that specified under the Swiss Civil Procedure Code.

Location/date: _____

Imholz Autohaus AG: _____

Buyer: _____

In signing this Contract, the Buyer confirms that he/she has read and acknowledged the General Terms and Conditions of Business.