

## GENERAL TERMS AND CONDITIONS OF ORDERS AND DELIVERIES (GTCO&D)

### 1. GENERAL PROVISIONS

- 1.1 General Terms and Conditions of Orders and Deliveries (dated 27.10.2015), hereinafter referred to as "GTCO&D", specify:
- a) rules which govern ordering vehicles from the producer via its website [www.busconcept.eu](http://www.busconcept.eu) and via email [office@busconcept.eu](mailto:office@busconcept.eu);
  - b) procedures for completing vehicle deliveries within the EU and outside it;
  - c) a procedure for reporting and completing warranty repairs of the bodies.
- 1.2 The **Investo Tomasz Muszkiewicz** company, ul. Trzy Lipy 3, 80-172 Gdańsk, NIP (Tax Identification Number) 583-185-55-11, REGON (statistical number): 192826604, which is the owner of the BusConcept brand and the BusConcept.eu website is the producer and seller of the vehicles. Hereinafter it is referred to as "**Supplier**".
- 1.3 The factory stock of the vehicles is located on the premises of the Auto-Wardenga KFZ-Handel company, which is located in Straubing 94315, Germany, Gustav-Hertz Strasse 7, Ust-ID-Nr DE224011580, hereinafter referred to as the „**Partner**”.
- 1.4 Orders can be made solely in writing, via a form which is available at the [www.busconcept.eu](http://www.busconcept.eu) website, which constitutes the **GTCO&D** appendix hereinafter referred to as „**Order Form**".

### 2. SUBJECT OF ORDER AND DELIVERY

- 2.1 The **Supplier** or **Partner** accepts the order and delivers brand new vehicles to the **Customer**:
- a) a truck of maximum authorised total weight (DMC) up to 3.5 tons with a body as ordered by the **Customer**, with a proper certificate of approval and warranty, hereinafter referred to as a "**Vehicle**";
  - b) passenger transport vehicle of maximum authorised total weight (DMC) up to 5.5 tons with features as ordered by the **Customer**, with a proper certificate of approval and warranty, hereinafter referred to as a "**Vehicle**".

### 3. ORDERS

- 3.1 The **Customer** who has decided to purchase a **Vehicle** of a particular specification defined in the offer procedure orders a **Vehicle** from the **Supplier** or **Partner** in writing via the **Order Form** and sends it via e-mail to the following address (optional):
- a) **Suppliers:** [office@busconcept.eu](mailto:office@busconcept.eu)
  - b) **Partner:** [auto-wardenga@t-online.de](mailto:auto-wardenga@t-online.de)

Together with the **Order Form**, the **Customer** should send establishment documents of the enterprise he or she runs and a confirmation that it is an active EU VAT tax payer. A failure to send a statement and the establishment documents results in the consequences set in section 3.7.

**3.2** Upon the receipt of the **Order Form**, **The Supplier** or **Partner** will send an order confirmation to the **Customer's** email address specified in the **Order Form** together with a proforma VAT invoice within a maximum of 30 days.

**3.3** **The Customer** makes an advance payment based on the proforma VAT invoice via a transfer to the **Supplier's** or **Partner's** bank account. The amount of the advance payment specified in the offer procedure, which must be identical with the amount stated by the **Customer** in the **Order Form**, under the pain of the **Supplier's** or **Partner's** withdrawal from completion of the order. The amount of the advance payment will be charged (included) in the final VAT Invoice.

**3.4** In the case of the **Customer's** payment of a different amount than the one mentioned in section 3.3, **Supplier** or **Partner**:

a) in the case of the **Customer's** payment of a **smaller** amount than the one mentioned in section 3.3: shall return the entire amount to the **Customer's** bank account and shall withdraw from the completion of the order with no consequences, while it is allowed for the **Customer** to make an additional payment of the missing amount, upon a written consent from the **Supplier** or **Partner**;

b) in the case of the **Customer's** payment of a **larger** amount than then one mentioned in section 3.3: shall include the entire amount in the final settlement, as specified in section 3.3.

**3.5** The final VAT invoice shall be issued by the **Supplier** or **Partner** before the **Vehicle** is delivered to the **Customer** and it will be sent via traditional post or e-mail before the receipt of the **Vehicle** or it will be delivered directly to the destination to which the **Vehicle** is delivered, on the **Vehicle** delivery date, provided that, the **Customer** has paid it before the receipt of the **Vehicle**.

**3.6** The rate and amount of VAT in the VAT invoice issued by the **Supplier** or **Partner** is in accord with the currently applicable regulations respectively in the country where the **Supplier** (Poland) or **Partner** (Germany) is located. **The Customer** settles the amount of VAT included in the price of the **Vehicle**, depending on the form of financing of the purchased **Vehicle** and the applicable legal regulations both of the EU and local, in the country where the **Customer** is located.

**3.7** To comply with the legal obligation to issue a VAT invoice in accord with the regulations, which have been mentioned in section 3.6, **The Customer** is obliged to deliver the establishment documents and confirm that he or she is an active EU VAT payer, which will allow the **Supplier** to apply the 0% VAT rate. Otherwise the **Supplier** or **Partner** issues an invoice with appropriate VAT rate.

#### 4. DELIVERY OF THE VEHICLE

**4.1** Depending on the mode of payment and form of financing, the final VAT invoice is delivered to the **Customer** by the **Supplier** or **Partner** before or on the date of delivery of the **Vehicle** or it is delivered to the financing party (e.g. leasing company), in view of the provisions of section 3.5.

**4.2** The date of delivery is specified by the **Supplier** or **Partner** in the offer procedure. The date of delivery should be stated by the **Customer** in the **Order Form**:

- a) in the case when the vehicle is available right away in the factory stock (Partner's stock) or the Supplier's location the deadline for the delivery completion is a maximum of 7 days, in view of the provisions of section 4.3
- b) in the case when the vehicle is not available right away, the deadline for the completion of the order is agreed on individually by the **Supplier** or **Partner** and the **Customer**, during the offer procedure and it is confirmed in the **Order Form**; c) information on the particular vehicles offered by the **Supplier** is available on the [www.busconcept.eu](http://www.busconcept.eu) website.

**4.3** The time limit for delivery is calculated from the moment of crediting the **Supplier's** or **Partner's** bank account with the entire amount of the advance payment, which has been mentioned in section 3.3 and it is understood as a number of days which pass from the day after crediting of the Supplier's or Partner's bank account with the amount of the advance payment until the expiry date mentioned in section 4.2, in view of the provisions of section 3.4a.

**4.4** In each case, the mode of the delivery depends on the individual agreements between the **Supplier** or **Partner** and **Customer**. The delivery of the vehicle is completed directly by the **Supplier** or **Partner** or a party acting on behalf of the **Supplier** or **Partner**, based on a valid authorisation to deliver the vehicle to the **Customer**.

**4.5** Costs of the delivery of the **Vehicle** to the location appointed by the **Customer** shall be incurred by the **Customer** and must be paid by the **Customer** before the **Vehicle** is delivered based on a VAT invoice issued by the **Supplier** or **Partner**. It is allowed to withdraw from charging the Customer for the delivery costs in each case, based on a written statement of the Supplier or Partner sent to the Customer's address, according to the arrangements of the offer procedure.

**4.6** Delivery of the **Vehicle** to the **Customer** always takes place based on the payment of the final VAT invoice as well as possible other invoices connected with registration, insurance, delivery or other additional services provided by the **Supplier** or **Partner** for the **Customer** (agreed on earlier, during the offer procedure or separately), including the provisions of section 3.5, based on the handover report signed by the **Supplier** or **Partner** and **Customer** or a person authorised by him or her, according to the provisions of section 4.4. Information on the date and place of delivery of the **Vehicle** is delivered to the **Customer** by the **Supplier** or **Partner** in writing, to the e-mail address of the Customer specified in the **Order Form**, which has been mentioned in section 3.1, not later than 2 days before the planned delivery. At the same time, the date of delivery cannot coincide with public holidays in the country where the Customer is located or in the country of the place of delivery. In the case of the Customer's failure to receive the vehicle within the time limit specified in the previous sentence for reasons on the part of the Customer, the Supplier or Partner is entitled to a contractual penalty in the amount of the advance payment which has been made by the Customer, according to the provisions of section 3.3. The **Vehicle** shall be re-delivered by the **Supplier** or **Partner** pursuant to the regulations described in section 4.6, on the condition that the **Supplier's** or **Partner's** bank account has been credited with the amount of the contractual penalty, which has been mentioned in the previous sentence and the amount which is equal to the cost of re-transportation, based on the regulations which have been specified in section 4.5.

**4.7** Potential damage to the **Vehicle** which have arisen during the Vehicle's transport to the Customer or in connection with the delivery, through no fault of or from the fault of the Supplier and/or Partner and/or Customer do not delay the delivery of the vehicle to the Customer; they should be stated in the handover report and will be the subject of a complaint procedure based on general regulations, considering the report of the damage and/or potential claim for compensation to the Vehicle transporter, which operates as requested by the Supplier or Partner, based on the CMR document, considering the civil liability insurance of the transporter.

**4.8** In the case of delivering a **Vehicle** which is non-compliant with the specification defined in the offer procedure and/or the offer made to the **Customer** by the **Supplier** or **Partner**:

- a) if the utility features of the **Vehicle** connected with the non-compliance of the specification with the **Vehicle** which has been delivered prevent it from being used according to its intended purpose or applicable law in the country where the **Customer** is located or the destination country of the **Vehicle**, the **Supplier** or **Partner** shall remove all the non-compliance at its own cost, within 14 days upon the delivery date, which has been mentioned in section 4.3 and re-deliver the **Vehicle** to the **Customer** at its own cost, according to the regulations, which have been set forth in section 4.6
- b) if the utility features of the **Vehicle** connected with the non-compliance of the specification with the **Vehicle** which has been delivered prevent it from being used according to its intended purpose or applicable law in the country where the **Customer** is located or the destination country of the **Vehicle**, the **Supplier** or **Partner** shall remove all the non-compliance at its own cost, within 14 days upon the delivery date, which has been mentioned in section 4.3 on the premises of the place of delivery or the **Customer's** company or another location agreed on with the **Supplier** or **Partner** at its own cost, according to the regulations, which have been set forth in section 4.6, after **Vehicle** availability for repair works periods are arranged with the **Customer**.

**4.9** Documents delivered to the **Customer** by the **Supplier** or **Partner** (or a person authorised by them, especially the transporter of the **Vehicle**, according to the provisions of section 4.4) during collection of the **Vehicle**:

- a) original VAT invoice (or a copy, depending on the form of financing)
- b) Vehicle registration book (or its equivalent, e.g. "Brief")
- c) Certificate of approval (N1, N2 CE or M1, M2, M3 CE)
- d) **Vehicle** User's Manual
- e) Producer's warranty for the chassis
- f) Producer's warranty for the body or a warranty certificate (applicable to the "bus")
- g) User's manual and warranty for the parking heater (if applicable)
- h) User's manual and producer's warranty for the sleeper cab (if applicable)
- i) User's manual and producer's warranty for the lift/crane (if applicable)
- j) User's manual and warranty for particular consumer electronics and home appliances in the **Vehicle**
- k) Vehicle registration document (if applicable - see section 8.1)
- l) Vehicle insurance policy (if applicable - see section 8.1)
- m) Vehicle handover report (in view of the provisions of sections 4.6 and 4.7).

## 5. DELIVERY TERMS AND CONDITIONS

**5.1** When the **Vehicle** is ready, it can be collected by the Customer, with no extra costs, from the Supplier's or Partner's company location, with due acknowledgement of sections 4.6 and 4.7. **5.2** It is possible for the **Vehicle** to be delivered by the **Supplier** or **Partner** to the address defined by the **Customer** after the **Supplier** or **Partner** and the

**Customer**, especially after a written acceptance of the costs of transport from the Supplier's or Partner's company to the address appointed by the Customer, with due acknowledgement of sections 4.6 and 4.7.

## 6. WARRANTIES

**6.1** For each **Vehicle**, a producer's warranty is granted.

- a) Chassis. Producer's warranty for at least 24 months, without a limit of kilometres, which is accepted at every vehicle service station of a particular brand in the EU. The duration of the warranty and its conditions depend on the producer of a particular chassis. In each case, the **Customer** receives the General Warranty Conditions and a warranty certificate together with the **Vehicle**.
- b) Body. Producer's warranty for at least 24 months, valid within the EU. The duration of the warranty and its conditions depend on the producer of a particular body. In each case, the **Customer** receives a warranty certificate and General Warranty Conditions together with the **Vehicle**.
- c) Other elements of the body. All the significant sub-assemblies of a complete **Vehicle**, especially the sleeper cab, parking heater, jack (lift), electronics and home appliances. In each case, the **Customer** receives a warranty certificate and the General Warranty Conditions for each of the above-mentioned sub-assemblies installed in the purchased **Vehicle** together with the **Vehicle**. The Guarantees are valid in the territory of the European Union.

**6.2** The mode of completion of the warranty repairs of the chassis and other elements of the body, which have been mentioned in section 6.1c, depends on the detailed regulations of each of the guarantees in this respect. The mode of completing warranty repairs of the body and its elements depends on the estimated costs of a particular body's repair:

- a) if the cost of the repair is lower than 200 € (two hundred Euro), to report a claim one must provide photographic documentation as well as service documentation (repair cost estimation) from an authorised service station; the entire documentation should be sent by e-mail to the **Supplier's** address specified in section 3.1a;
- b) if the cost of the repair is higher than 200 € (two hundred Euro), to report a claim one must provide photographic documentation as well as service documentation (repair cost estimation) and a filled form of a warranty report, which is available at the [www.busconcept.eu](http://www.busconcept.eu) website; the entire documentation should be sent by e-mail to the **Supplier's** address specified in section 3.1a.

## 7. CERTIFICATION OF APPROVAL

**7.1** Each **Vehicle** which is offered by the **Supplier** or **Partner** and delivered to the **Customer** has got a required certificate of approval:

- a) **The Vehicle** named in section 2.1a ("truck"): European certificate of approval N1 or N2 (CE) in accordance with EC COC 2007/46;
- b) **The Vehicle** named in section 2.1b ("bus"): certificate of approval for the vehicle type M1 or M2 or M3 (CE) in accordance with EC COC 2007/46.

**7.2** The **Supplier** or **Partner** may make the type approval certificate, which has been mentioned in section 7.1a and 7.1b available to the **Customer** for inspection in an electronic form, before the **Vehicle** is ordered. At the collection of the **Vehicle**, the **Customer** shall receive the original certificate of approval for the collected **Vehicle**, in accordance with the provisions of section 4.9.

## **8. ADDITIONAL INFORMATION**

**8.1** At the request of the **Customer**, it is possible to register a vehicle and obtain insurance for it in Germany. The procedure is completed by the **Partner**, upon making arrangements with the **Customer**, at the **Customer's** cost. The settlement shall be conducted in cash or via a transfer, based on documents which confirm that the **Partner** has incurred the costs of registration, with due acknowledgement of the provisions of section 4.6.

**8.2** The **Customer** or **Partner** has no liabilities connected with the settlement of the VAT tax by the **Customer**, in relation to the purchase of the **Vehicle**. The **Customer** is not entitled to any claim concerning the return and deduction of the VAT amount included in the price of the vehicle purchased from the **Supplier** or **Partner**.

**8.3** In the case of disputes which arise between the **Supplier** and **Customer**, the parties agree to settle them in an amicable way. If the parties fail to reach an agreement in an amicable way, disputes shall be settled according to the applicable law for the **Supplier's** company's location, by a court that has jurisdiction in the place, where the **Supplier** is located.

**8.4** In the case of disputes which arise between the **Partner** and **Customer**, the parties agree to settle them in an amicable way. If the parties fail to reach an agreement in an amicable way, disputes shall be settled according to the applicable law for the **Partner's** company's location, by a court that has jurisdiction in the place, where the **Partner** is located.

**8.5** The **Supplier** reserves the right to introduce unilateral amendments to the content of **GTCO&D**, with no obligation to inform the **Customer**. The date from which the current provisions of **GTCO&D** are in force is defined in section 1.1.