

Article 1 Purpose

The purpose of these General Terms and Conditions of Sale is to govern the relations formed between Volvo Trucks France, hereinafter the Seller or "VTF", and the customer, hereinafter the Buyer, in the context of the sale of used vehicles, to the exclusion of all other products or services offered by VTF, which are governed by their own terms and conditions.

They have been brought to the attention of the Buyer prior to conclusion of the sale and are expressly posted on the website www.volvotruckfinder.fr, as well as on the back of the Purchase Order countersigned by the Buyer.

The vehicle(s) subject of the sale is (are) described on the Purchase Order. This (these) vehicle(s) has (have) been chosen beforehand by the Buyer via the website www.volvotruckfinder.fr or directly on one of the VTF sites.

Article 2 Acceptance of the General Terms and Conditions

Any Purchase Order sent by VTF to the Buyer and returned signed by the latter, implies the Buyer's full acceptance of these General Terms and Conditions of Sale.

The photographs illustrating the products on the site www.volvotruckfinder.fr are for information purposes and do not have contractual value.

Article 3 Validity of the order

Orders are only considered as certain and valid on condition that the Purchase Order has been countersigned by the line manager in charge of the Used Vehicles department or by the manager of the VTF branch.

Article 4 Condition of performance of the order

The vehicle(s) ordered is (are) only delivered by the Seller to the Buyer if the said vehicle(s) has (have) been handed over to the Seller by their former owner. Handing over is considered to be physical delivery of the vehicle(s) to the VTF premises and not just submitting the administrative documents of the vehicle(s).

Therefore, if for any reason the Seller has not come into possession of the vehicle(s), this order would be cancelled on simple written notification to the Buyer by the Seller. The Seller would then simply be obligated to return to the Buyer the instalment paid.

Article 5 Price

The agreed price of the vehicle(s), stipulated in the Purchase Order, constitutes a firm price on the part of the Seller and the Buyer, and cannot be changed. It includes the vehicle(s) described with its (their) series equipment, and the options described in the Purchase Order. It includes taxes; however, if the VAT rate were to be changed after signing the Purchase Order, this would be taken into account when drawing up the invoice. The costs of transport and escort to the place of delivery, and of packaging, if the need arises, are payable by the Buyer.

Article 6 Payment terms

The price is payable on delivery after deduction of the instalment paid, either, for a Buyer situated in the country, by certified bank cheque or by bank transfer, or, for a Buyer situated outside the country, by international bank transfer. Whatever the payment method, the amount must be credited to VTF's bank account on the day before delivery of the vehicle(s) at the latest. There is no discount for early payment.

Any sum, including the instalment, not paid on the due date will produce late payment interest as of right, in accordance with Article L.441-6 of the Commercial Code. These penalties will be of a rate equal to three times the rate of legal interest for the current year, in addition to payment of a fixed sum of (40) forty euros for the recovery fees. This fixed sum for the recovery fees may be increased by an additional indemnity on production of receipts.

If the Buyer wishes to take out a loan to finance the vehicle(s), he must specify this on signing the Purchase Order so that the loan company's details can be stated on it. VTF must be informed of the deadline for obtaining the loan. If the said loan is not obtained, the Buyer agrees to inform the Seller immediately, which will return the instalment paid and will be released from any obligation to deliver, subject to all damages that it could claim for the loss incurred.

Article 7 Instalment

The amount of the instalment (i.e. 10% of the total amount) is stated on the Purchase Order. Payment of an instalment at the time of the order does not give the Buyer the option to retract in return for relinquishing this

instalment. However, if the Buyer was to request the Seller to cancel the order, the Seller would keep the instalment as an indemnity, without prejudice except in the case of not obtaining a bank loan as set out in Article 6 above. However, the Seller will still be entitled to demand that the Buyer takes delivery of the vehicle ordered and pays the purchase price.

Article 8 Trade-in

When the order stipulates a trade-in by the Seller of a used vehicle, this trade-in is subject to delivery of the vehicle ordered.

In this case, the Buyer agrees to sign a description of the vehicle subject of the trade-in and to hand over the vehicle to the Seller in the condition provided for in the said description.

If the order is cancelled, for whatever reason, the Seller will not be obligated to proceed with the trade-in. If the trade-in vehicle is already in the Seller's possession, it will be returned to the Buyer, who must reimburse the costs of restoring and parking the vehicle and any other costs that may have been incurred by the Seller.

If the trade-in vehicle has already been resold, the Seller will only be obligated to reimburse the Buyer 90% of the resale price, less the cost of restoring the vehicle.

It is specified that the vehicle subject of the trade-in must be delivered by the Buyer (with all the documents enabling it to be re-registered) at the latest on the day when the Buyer takes delivery, at the Seller's premises, of the vehicle ordered. If this is not possible, the Buyer agrees to provide the Seller with a bank guarantee of an amount equal to the value of the vehicle subject of the trade-in.

It is expressly agreed that the Buyer will hand over the vehicle subject of the trade-in to the Seller, in a condition strictly in compliance with the laws and regulations in effect and corresponding to the technical description signed when placing the order, otherwise the Seller may refuse to take the vehicle or may reduce the price.

Article 9 Delivery

The delivery deadline is stated on the Purchase Order for information purposes. Delivery takes place on the Seller's premises.

When the vehicle(s) is(are) ready, the Seller sends the Buyer notice of availability and the Buyer must take delivery of the vehicle(s) within three days of the notice being sent.

If the Buyer does not reply within eight days from the notice of availability is sent, VTF will inform the Buyer by registered letter with acknowledgment of receipt that the vehicle is available.

Unless there is a case of force majeure, the customer agrees to take delivery within eight days from the date on which the aforementioned registered letter is sent. Beyond this deadline, and concurrently:

(i) the order will be cancelled and the instalment paid or the payments made to VTF will be kept permanently by VTF as an indemnity, increased by interest calculated at the legal rate, which will begin to run on expiry of a period of three months from payment of the instalment; without prejudice to all other rights.

(ii) unless agreed beforehand by the parties, VTF may invoice fees for care of the vehicle of up to thirty euros per day.

Article 10 Registration

In accordance with the regulations relating to the Vehicle Registration System, the purchaser of an industrial vehicle will have the option to have his vehicle registered either by a professional who has signed an agreement with the Ministry of the Interior and obtained the approval of the Ministry of Finance, or can register it directly himself at the prefecture.

VTF, the general agent in France of the Volvo Truck Corporation, is able to carry out this service, under certain conditions, directly or through its network, on condition that the Buyer provides all the information required within the necessary deadlines and pays the cost.

Article 11 Liability

Collection of the used vehicle(s) by the Buyer from the premises where the delivery takes place, releases the Seller from all liability, particularly with regard to insurance. The Buyer agrees to insure the vehicle(s) on the date of delivery. At this time, the Buyer agrees to sign and hand over to the Seller a discharge specifying the exact day and time of collection.

Collection implies that the vehicle delivered strictly conforms to the condition agreed to by the Buyer on

signing the Purchase Order. No subsequent complaint can be made by the Buyer.

From when it(they) leave the premises where the delivery takes place, the vehicle(s) is(are) under the responsibility and care of the Buyer. Therefore, the vehicle(s) are driven or transported at the Buyer's risk, and the latter must make any necessary reservations to the carrier.

Article 12 Warranty

Unless particularly stipulated in the Purchase Order and due to the nature of the sale, used vehicles are sold without any warranty (subject to the manufacturer's warranty as results from Articles 1641 *et seq.* of the Civil Code).

Since used vehicles are sold in the condition in which they are found, the Buyer agrees to carry out any work, at his expense, to bring the vehicle into compliance with the requirements of current legislation and regulations. Furthermore, the Buyer releases the Seller from any obligation and any liability in this respect. It is also specified that the Seller's liability cannot be incurred for notes made by the authorities on the registration paper of the sold vehicle (in particular gross laden weight, unladen weight, payload, date of first registration or any incorrect data).

Article 13 Force majeure

The term "force majeure" describes all events or circumstances that have the effect of preventing one of the parties from performing all or part of the obligations resulting from this contract, such as this term is defined by the French Civil Code and related case law. Natural disasters, fires, wars, riots, attacks, mandatory requirements of public or international authorities and strikes totally paralysing the transportation of shipments in an unforeseeable and insurmountable way will in particular be considered as force majeure events.

The effects of the contract will be suspended if a force majeure event occurs making it impossible for one of the parties to meet its obligations.

Suspension of the contract will produce its effects from receipt by the other party of notification by registered letter with acknowledgement of receipt informing it of the occurrence of this force majeure event.

If the force majeure event should last for more than four weeks, the party who has been notified of suspension of the contract can terminate it without notice by sending a registered letter with acknowledgement of receipt.

This termination will not give rise to any indemnity of any kind whatsoever.

Article 14 Retention of title

The vehicle only becomes the property of the Buyer after full payment of the price and ancillary costs in accordance with Article L.624-16 of the Commercial Code. The customer has been made aware of this retention of title clause on signing the Purchase Order and therefore, before delivery of the vehicle.

The Buyer expressly declares that he acknowledges that the provisions of Article L.624-9 *et seq.* of the Commercial Code will apply to the vehicle(s) ordered at present and that if collective proceedings are initiated for the benefit of the Buyer, the Seller will be entitled to claim the vehicle(s) under the conditions provided for in the aforementioned article.

Article 15 Choice of address for service

If a dispute should arise in executing the orders for used vehicles placed under the terms of these General Terms and Conditions of Sale, the Seller expressly chooses address for service at its head office: ZAC du moulin - 7 rue du Noyer - 95700 Roissy en France, where it will receive all notifications and service of documents.

Article 16 Applicable law and allocation of jurisdiction clause

These General Terms and Conditions of Sale are governed by French law.

By express agreement, the Paris Courts alone have jurisdiction, whether for principal pleas, third party notices or compulsory joinders of third parties, interim proceedings in order to take urgent measures, and this even if there is more than one defendant, to hear the disputes that may arise between the Buyer and the Seller under this contract.