

Terms of Sale

**1. Object and scope**

- 1.1 The sales agreement is governed by the law, by the special provisions on the front of the sales agreement/order form and by these general terms and conditions, of which the customer acknowledges having taken note. Autohandel Callant can adjust these general terms and conditions at any time. However, the conditions applicable at the time of an order for the goods and services offered by the customer will continue to apply to the performance of those services until the next order placed by the customer.
- 1.2 These general terms and conditions apply to:
  - Consumers: natural persons who do not purchase a product for professional purposes as provided for by the Code of Economic Law; and on customer professionals who do not have the capacity of consumers.
  - Consumers and customer professionals are collectively referred to by the word "customer", unless specific provisions apply to the consumers who are then referred to by the word "consumer".Depending on the situation of the customer (consumer or not), certain clauses of these general provisions may not apply to him.
- 1.3 BV AUTOHANDEL CALLANT is registered in the Crossroads Bank for Enterprises with company number 0426.324.995, with registered office at 8800 ROESELARE, Ardooisesteenweg 410. In case of questions or complaints, Autohandel Callant can be reached by email at info@callantauto.be; on telephone number 051/ 20 45 44 or at its premises.
- 1.4 These general terms and conditions apply to every reservation or order placed with Autohandel Callant and the customer is deemed to accept these general terms and conditions by the mere fact of his reservation or order.  
Only these general terms and conditions apply to the ordering of the products and services offered by Autohandel Callant. All other terms or conditions, including those stated on the customer's order form, are hereby excluded and the customer waives them by accepting these terms and conditions.
- 1.5 Every order form signed by the customer is irrevocably binding, except for the exceptions provided by law. Any person acting as a representative of the customer is jointly and severally liable for the fulfillment of the obligations of the person on whose behalf he acts.

**2. Delivery (term) / retention of title / transfer of ownership and risk**

- 2.1. Unless otherwise agreed in writing, delivery takes place in the buildings of Autohandel Callant on the date stated on the order form.  
The delivery period stated on the order form is purely indicative and not binding, unless the customer is a consumer within the meaning of Article 1.2.  
If no specific delivery period is stated on the order form, delivery will take place within 30 days of ordering, unless Autohandel Callant and the customer agree otherwise.
- 2.2. Every customer who is requested to collect his vehicle must do so at the latest on the date communicated, or, if no date is stated, within five working days of Autohandel Callant's request. Once this period has expired, the customer immediately and legally owes a standing fee of € 10 per day incl. VAT; except if the cause of non-collection is due to Autohandel Callant or force majeure.
- 2.3. If the customer refuses to take delivery of the car and/or fails to pay the balance of the purchase price at the latest at the time of delivery (in accordance with the payment condition in art. 4.3.), Autohandel Callant will give the customer notice of default by registered letter. to fulfill its obligations within ten days from the date of dispatch of the registered letter.  
In the absence of satisfaction, Autohandel Callant will be able to either demand the execution of the agreement or consider the contract to be dissolved immediately and by operation of law.  
In the event of cancellation of the sale, Autohandel Callant will be entitled to a lump sum compensation of 20% of the agreed price with a minimum of € 2,000.00, subject to Autohandel Callant's right to demonstrate higher damage.  
  
Equal compensation as referred to in this art. 2.3 is owed by Autohandel Callant to the customer-consumer if the delivery definitively does not take place due to an error attributable to Autohandel Callant, but purely in the relationship with the customer-consumer. This provision does not affect what is stated in art. 2.4 is included.
- 2.4. If it concerns a sale to a consumer, the specific additional provisions below apply delivery term:
  - a. In the event of late delivery that is entirely attributable to Autohandel Callant, a new delivery time will be agreed. If the vehicle is not delivered within this new period, the consumer has the right to terminate the agreement.  
  
Only if the delivery date is essential for the consumer and has been explicitly stated as essential on the order form, the consumer has the right to immediately terminate the agreement.
  - b. Autohandel Callant will under no circumstances be liable for late delivery if this delay is due to the consumer, force majeure or any delay by third parties in the delivery of the additional services chosen by the consumer, such as, without this list being limiting: registration and insurance of the vehicle, the supply of a new license plate, the installation of optional rims, the conversion of a vehicle to light freight, etc.
  - c. If the agreement is terminated in accordance with the above-mentioned art. 2.4.a Autohandel Callant will refund any advances already paid to the consumer within 10 days.
- 2.5. Autohandel Callant has the right at any time to suspend the delivery of the vehicle until all outstanding debts have been paid by the customer or by the intervening insurance company. Delay in delivery as a result of this retention does not in any way affect Autohandel Callant's right to a parking fee in accordance with art. 2.2.
- 2.6. Unless special mention is made on the delivery note, the customer is deemed to have received a vehicle that is in perfect condition and that it was also provided with the necessary documents and instructions for use.
- 2.7. Notwithstanding Article 1583 of the (old) Civil Code, it is expressly agreed and accepted by the customer that Autohandel Callant remains the owner of the vehicle until full payment of the agreed price in principal and with any interest and costs.

As long as Autohandel Callant has reserved ownership of the vehicle sold in application of these general terms and conditions, the customer may not dispose of it, either through sale, lending, pledging or in any other way. The customer is obliged to inform Autohandel Callant immediately in the event that a third party asserts rights to the vehicle sold.

2.8. All risks are borne by the customer once he takes delivery of the vehicle.

If it concerns a sale to a consumer, the following specific additional provisions apply with regard to the risk of loss or damage:

- The risk of loss or damage to the car is transferred to the consumer in accordance with Article VI.44 of the Code of Economic Law as soon as he or a person designated by him, who is not the carrier, takes physical possession of the car. However, this does not apply if the agreement
- provides for the shipment of the car, in which case the risk of loss or damage to the car in application of Article VI.44 of the Code of Economic Law is transferred to the consumer at the time of its delivery to the carrier charged by the consumer with the transport and insofar as the choice of this carrier was not offered by Autohandel Callant

### 3. Customer-consumer's right of withdrawal in the event of distance selling or outside the sales area

3.1. If the customer is a consumer within the meaning of the WER as described in Article 1.2, he has the right to cancel the vehicle without notice within a period of 14 days from the day on which the consumer has taken physical possession of the vehicle. of reason, if the sale took place at a distance or outside the sales area.

This right of withdrawal is excluded if the customer is not a consumer or has purchased the vehicle for professional or mixed private and professional purposes.

3.2. The consumer's right of withdrawal is excluded for the following vehicles, among others:

- Vehicles made specifically for the consumer, including but not limited to: the specific conversion of the vehicle.
- Vehicles that have personal lettering or are of a personal nature.

### 4. Sales price and payment

4.1. In the event of a sale to a consumer, the agreed sales price is not reviewable.

4.2. Autohandel Callant always has the right to claim advances and/or to invoice interim payments depending on the progress of the work or the need for this in the event of sale.

4.3. The full price or balance will be paid in cash at the latest at the time of delivery, unless expressly stated otherwise agreed.

4.4. In the event of late payment of an invoice, the customer is, without prejudice to the other provisions of these general terms and conditions, legally and without notice of default liable to pay late payment interest at the rate of 12% per year from the date of the agreed payment date until the day of full payment. this increased by a lump sum compensation equal to 10% of the invoice amount, with a minimum of EUR 100.00, not including any legal costs.

If an invoice is not paid on its due date, all other amounts due, even if they have not yet been due and/or invoiced, become immediately due and payable.

4.5. Autohandel Callant may suspend its activities if the customer company fails to pay (and others) obligations.

4.6. In the absence of a protest no later than 10 days after receipt of the invoice, the customer company will be irrefutably presumed that the delivery took place on time and that it was in accordance with the order. With regard to the customer-consumer, this is a rebuttable presumption.

### 5. Vehicle takeover

5.1. If Autohandel Callant, in the context of a sale of a vehicle to the customer, undertakes to take over the old vehicle from the customer, this obligation only applies under the suspensive condition that the purchase of the new vehicle by the customer is valid until that this vehicle is the property of the customer and that all obligations of the customer with regard to possible financing have been fulfilled.

5.2. The acquisition price of that used car is final; but can only be guaranteed to the extent that the condition of the vehicle, with the exception of a few non-essential details, is equal to the condition as stated on the document describing the vehicle attached to the order form. Any depreciation in value of the vehicle to be acquired as a result of a Delay in delivery that is attributable to Autohandel Callant will be borne by Autohandel Callant.

### 6. Financing

If the customer needs to rely on credit, this will be stated on the order form. If credit is not obtained, the purchase is deemed not to have existed and the customer is entitled to a refund of any advance paid, but only under the following condition. The customer will notify Autohandel Callant of the refusal of credit by registered letter within 14 calendar days after signing the order form. With this letter, the customer will attach at least two certificates from the credit institutions that refuse to grant the credit. Only the refusal of market-based credits will be accepted.

In the absence of proof of this within the period stated above, Autohandel Callant will be entitled to a lump sum compensation of 20% of the agreed price, with a minimum of € 2,000.00.

Where appropriate, financing takes place in accordance with the provisions regarding consumer credit as included in Book VII, Title 4, Chapter 1 of the Code of Economic Law, and in particular Article VII.83 regarding the possibility of canceling the agreement. In this case, the above-mentioned financial arrangement may not affect the rights of the consumer customer stated in Article VII.83. This only applies to the customer-consumer.

### 7. Use and custody of vehicles

- 7.1. If the customer acquires the right of use of a vehicle from Autohandel Callant, he enters into the triple result obligation to keep this vehicle in perfect condition after receipt and to return it to Autohandel Callant in perfect condition, intact and clean within the agreed term. The right of use is limited to normal use within Belgium by the customer himself. Maintenance and cleaning are the responsibility of the customer
- 7.2. In cases where the customer makes a vehicle available to Autohandel Callant, there can never be a custodial contract unless expressly agreed otherwise in writing. Storage is therefore never suspected: it must be expressly put in writing by the parties. Autohandel Callant only commits itself to the resources it uses or the efforts it makes. Keeping vehicles solely for the purpose of construction work, sales, etc. does not imply any retention obligation for Autohandel Callant.
- 7.3. The vehicles entrusted to Autohandel Callant, even if driven by its staff, remain covered by the insurance policies subscribed to by the customer and, in the absence of insurance coverage, under the full responsibility of the customer.

#### 8. Right of retention

Autohandel Callant has a right of retention on all customer goods that are in the warehouses and workshops of Autohandel Callant and this for all claims against Autohandel Callant, including those claims that do not relate to these goods. The customer expressly accepts the interrelatedness of all contractual performances for which Autohandel Callant is called upon.

#### 9. Liability - Indemnity for defects - warranty

- 9.1. Without prejudice to mandatory statutory provisions, Autohandel Callant's liability is limited to an equal amount at the agreed price.
- 9.2. Without prejudice to the conventional warranty guarantees provided by the manufacturer and its product liability Autohandel Callant are only obliged to indemnify against hidden defects and a lack of agreement with regard to the customer-consumer. Autohandel Callant is not obliged to indemnify professionals.
- 9.3. The customer acknowledges that he has been informed of and accepts the evolution of production, techniques, technology and design in the automotive sector, in the sense that some details may differ from the model ordered. However, these may in no way detract from the specific features and/or the special intended use by the customer as stated on the front of the order form.
- 9.4. Visible defects are in any case and unless disputed, deemed to be accepted at the time of delivery.
- 9.5. The customer-consumer must notify Autohandel Callant of a hidden defect (art. 1641 old BW) or a lack of conformity (art. 1649bis et seq. old BW) by registered letter, no later than within 10 working days after discovery or the time upon which he/she is reasonably expected to have discovered it, unless the Law expressly allows a longer period. This is on penalty of forfeiture of all rights, at least on penalty of rejection of liability.
- 9.6. If no agreement to the contrary is reached, any legal action will in any case lapse if the customer fails to initiate his legal action within 20 working days after it has been established that no amicable settlement between the parties is possible. This unless the law permits a longer period.
- 9.7. Are not regarded as visible or hidden defects and will not give rise to repair and/or compensation, or additional work: slight color and/or texture differences, discoloration of materials, wood and/or paintwork; contamination/rust formation as a result of external conditions (including use); setting of materials, etc.
- 9.8. If Autohandel Callant is, for whatever reason, obliged to indemnify against defects that would destroy the purchase, this primarily means that Autohandel Callant will repair it free of charge as quickly as possible. However, Autohandel Callant can, at its option, offer the customer appropriate compensation, so that no repairs have to be made.
- 9.9. Autohandel Callant is only liable for its own serious shortcomings or fraud (with the exclusion of its minor errors). Furthermore, Autohandel Callant will under no circumstances be liable for indirect damage or consequential damage or for loss of profit or opportunity.
- 9.10. The following specific warranty provisions apply to the customer who is a consumer (and therefore to the exclusion of the professional customer or in case of purchase for professional use or purposes)
  - The consumer benefits from a conformity guarantee in accordance with the provisions of articles 1649 bis to 1649octies of the (old) Civil Code. Notwithstanding Article 1649quater, paragraph 1 of the (old) Civil Code, this period is 1 year for second-hand vehicles.
  - The period referred to in the previous paragraph is suspended during the period required for the repair or replacement of the good or in the event of negotiations between Autohandel Callant and the consumer with a view to an amicable settlement. This negotiation ends as soon as one of the parties expressly states that it is not liable for the problem or defect that arises. An amicable assessment of the vehicle does not suspend the aforementioned period.
  - The consumer will inform Autohandel Callant of the lack of conformity at the latest within one month of the discovery or the moment at which the lack of conformity could reasonably have been discovered. The consumer's legal claim lapses after one year from the day on which he discovered or could reasonably have discovered the lack of conformity.
  - If a lack of conformity manifests itself within a period of six months from delivery of the good, then, until proven otherwise, it is presumed that this defect existed at the time of delivery, unless this presumption is incompatible with the nature of the good or with the nature of the lack of agreement.
  - If the consumer discovers a lack of conformity more than six months after delivery, he must prove that the defect already existed at the time of delivery. Only then will Autohandel Callant remedy the defect. By this we mean a reasonable balance between the solution and the characteristics of the vehicle (age, mileage, etc.). Making the vehicle 'compliant' again is not the same as renewing it.
  - In addition to any compensation, the consumer has the right to demand from Autohandel Callant, which is bound by the warranty, either the repair or replacement of the good, or an appropriate reduction in the price or the termination of the agreement. However, where appropriate, account will be taken of the aggravation of the damage resulting from the use of the good by the consumer after the moment at which he

has identified or should have identified a lack of conformity. After all, the consumer has an obligation to limit damage.

- The warranty does not cover maintenance, adjustment, tightening and adjustment necessary for normal use of the vehicle, nor parts and components that are normally replaced during the maintenance sessions prescribed by the manufacturer. The warranty does not cover normal wear and tear of the vehicle. The guarantee also assumes that the defect is not due to abnormal or incorrect use of the vehicle or to poor maintenance by the consumer. The consumer is expected to maintain his vehicle in accordance with the manufacturer's instructions (the warranty remains valid if the consumer has the vehicle maintained or repaired outside the network of repairers recognized by the car manufacturer).

For hybrid vehicles, the warranty is subject to proper use and maintenance of the vehicle and regular battery charging. The warranty also does not apply if the vehicle has been converted or used in competition or rallies.

- The warranty only exists between Autohandel Callant and the consumer customer. It cannot be transferred to a new customer if the vehicle is resold.
- If the diagnosis of a vehicle shows that the damage to be repaired is not covered by this warranty, the consumer will be liable for the costs of the aforementioned diagnosis.

#### 10. Provisions for repairs and sale of parts

- 10.1. The customer who leaves his vehicle with Autohandel Callant for the preparation of specifications after an accident, gives Autohandel Callant the right to act in his name and on his behalf and to make a settlement with the experts of the insurance companies.
- 10.2. In the event of repairs following an accident covered by the insurance, the customer remains personally and at least jointly and severally liable for payment of the invoice, notwithstanding any express obligation on the part of the insurer.
- 10.3. Unless expressly stated, no contract is ever entered into at a fixed price. All services are offered per unit price.
- 10.4. Unless a prior written request from the customer, parts that must be replaced due to damage or wear and tear are deemed to have been written off by the customer. They will be disposed of without the customer being able to claim them upon collection of the vehicle.

#### 11. Force majeure

- 11.1. Autohandel Callant is not liable for any loss or damage resulting from force majeure, nor is a guarantee provided in the event of force majeure. In the event of the destruction of the object of the agreement after the agreement has been concluded, the customer bears the risk.
- 11.2. Force majeure here means *"any event or circumstance as a result of which a party cannot fulfill its obligations under the underlying agreement (or only at substantially higher costs), insofar as this event or circumstance was not foreseeable at the time of signing the agreement. this agreement, was not caused by the party invoking it and insofar as it is the result of one or more of the events or circumstances listed below: war, fire, coincidence, strike/occupations/lock-outs, weather conditions, delays in supply of raw materials/materials/..., unavailability of utilities, incorrect specifications/measurements, delays by third parties... in the broadest possible sense of the word and this with her or her suppliers/subcontractors."*
- 11.3. In the event of continued force majeure, each party will have the right to terminate the agreement with immediate effect and without any liability or right to compensation upon written notification thereof to the other party. Where appropriate, the services delivered and costs incurred will always be charged.  
  
In that case, the parties can always opt to renegotiate the contract, taking into account the aggravating circumstances and the event of force majeure.
- 11.4. If the manufacturer were to abandon production of the ordered vehicle, the sale would be terminated by operation of law, which would be regarded as force majeure beyond the parties' mutual control and could never give rise to a mutual right to compensation.

#### 12. Miscellaneous

- 12.1. If one or more provisions of these general terms and conditions are declared invalid, illegal or inapplicable, this will not affect or reduce the validity, legality or enforceability of the other provisions.
- 12.2. Autohandel Callant ensures the confidential processing of the data transferred to it. This is in line with the provisions of the General Data Protection Regulation (also known as GDPR) of April 27, 2016.

#### 13. Applicable law – competent court:

All disputes are governed by Belgian law. Only the courts of the judicial district of West Flanders, Kortrijk department are competent to hear any, even incidental or related, claim based on this contract.