

General Terms and Conditions

ARTICLE 1 - DEFINITIONS

- 1.1 Classics-World Erlecom: the user of these general terms and conditions; located in Erlecom and registered in the Trade Register under Chamber of Commerce number 63608820.
- 1.2 Buyer/seller: a natural person or legal entity with whom Classics-World Erlecom has concluded an agreement.
- 1.3 Agreement: every agreement between Classics-World Erlecom and buyer/seller agreement concluded with which Classics-World Erlecom undertakes to deliver or purchase cars or car parts.
- 1.4 Car: all passenger cars to be delivered to the buyer or to be purchased from the seller in the context of the agreement, whether or not described as oldtimer, classic, classic car, margin car or otherwise.
- 1.5 Car parts: all used (second-hand) parts to be delivered to the buyer or to be purchased from the seller in the context of the agreement. parts in any capacity intended for the repair or restoration of cars.
- 1.6 Written: both traditional written communication and communication by e-mail.

ARTICLE 2 - GENERAL PROVISIONS

- 2.1 These general terms and conditions apply to every offer from Classics-World Erlecom as well as any intermediary between buyer or seller and Classics-World Erlecom concluded agreement.
- 2.2 If the buyer or seller meets the agreed amount, whether or not in the form of a down payment or part or all of it of the purchase amount as included in the purchase agreement, the buyer or seller hereby indicates that it has taken note and to agreed to the content of these general terms and conditions.
- 2.3 Deviations, including additions or extensions, to these general terms and conditions are only valid if these are agreed upon in writing by both Classics-World Erlecom and buyer or seller.
- 2.4 In the event of annulment or nullity of one or more of the present provisions of the general terms and conditions, the validity of the remaining provisions remain unaffected. In such case, the parties are obliged to enter into mutual consultation in order to reach a replacement arrangement with regard to the affected provision. The purpose and scope of the original provision will be taken into account as much as possible.

ARTICLE 3 - OFFER AND FORMATION OF THE AGREEMENT

- 3.1 The agreement is concluded and confirmed through offer and acceptance.
- 3.2 Every offer from Classics-World Erlecom is without obligation and is issued orally or in writing. Classics-World Erlecom is never obliged to accept an order or delivery.
- 3.3 If acceptance of buyer or seller deviates from the offer of Classics-World Erlecom then the agreement is not compliant. This deviating acceptance is not concluded unless Classics-World Erlecom indicates otherwise in writing.
- 3.4 The other party cannot derive any rights from an offer that is based on incorrect or incomplete information provided by another party.
- 3.5 A composite offer from Classics-World Erlecom brings no obligation for Classics-World Erlecom to sell any object or part of the offer for the price indicated in the total offer.
- 3.6 If there is a down payment, the buyer must pay the remaining amount within agreed period of time. If not indicated this defaults to 5 working days. If this period is missed, Classics-World Erlecom is entitled to terminate the agreement and keep the deposit as cancellation costs. Classics-World Erlecom has right to compensation as described in art. 4.2.

ARTICLE 4 – CANCELLATION, SUSPENSION AND DISSOLUTION

- 4.1 Every sale established verbally, in writing and/or via the internet between Classics-World Erlecom and buyer or seller, is without exception proviso until the moment the actual purchase agreement has been signed by both parties. Until then, Classics-World Erlecom has the right to cancel any other agreement or arrangement made regarding the sale, free of charge and dissolve or undo without giving any reason.
- 4.2 The buyer has the right to cancel the purchase agreement, regardless of whether Classics-World Erlecom has failed in its obligations. This cancellation must be made within 5 working days and can only be made in writing. Buyer is obliged to return it within 10 working days and compensate all damage Classics World suffers as a result

of the cancellation. This damage is set at 10% of the purchase price of the canceled car or car parts. If the buyer has not paid this compensation within 5 working days Classics-World Erlecom has the right to inform the buyer in writing that he requires compliance with the concluded agreement. In that case buyer can no longer rely on dissolution of the purchase agreement.

4.3 The right to cancel expires if the agreed down payment has been transferred or if the car to be exchanged has been transferred by the buyer to Classics-World Erlecom and is delivered.

4.4 In case of down payment, Classics-World Erlecom is entitled to offset this down payment against the damage suffered as a result of cancellation by buyer.

4.5 Classics-World Erlecom is, if the circumstances justify it, authorized to suspend the execution of the agreement or to terminate the agreement with immediate effect if the buyer or seller fails to fulfill the obligations under the agreement or these general terms and conditions are not met, not complied with in a timely manner partly or fully. The same applies if, after concluding the agreement, circumstances have come to the attention of Classics World Erlecom that give good reason to fear that the buyer or seller will not fulfill his obligations.

4.6 Classics-World Erlecom is also entitled to terminate the agreement if circumstances of this nature arise that fulfillment of the agreement is impossible or that its unaltered maintenance cannot reasonably be expected of him.

4.7 If the buyer or seller is bankrupt, the Debt Rescheduling Natural Persons Act applies to him,

any seizure has been made of his goods or in cases where the buyer or seller otherwise cannot freely dispose of his assets, Classics-World Erlecom is entitled to terminate the agreement with immediate effect.

4.8 If Classics-World Erlecom terminates the agreement on the basis of this article immediately all claims on the buyer or seller are due.

4.9 To the extent that this can be attributed to him, the buyer or seller is obliged to pay for the damage caused to Classics-World Erlecom as a result of the suspension or dissolution of the agreement.

4.10 The buyer or seller is never entitled to any form of compensation in connection with the damage done by Classics-World Erlecom on right of suspension and termination exercised under this article.

ARTICLE 5 – DELIVERY

5.1 Unless otherwise agreed in writing, delivery of the car or car parts will take place after the purchase price has been paid by collection by buyer at the location of Classics-World Erlecom.

5.2 If delivery via transport or shipment of the car or car parts has been agreed, Classics-World Erlecom determines, unless otherwise agreed in writing, the method of transport or shipping and packaging. The transport and shipping costs paid by Classics-World Erlecom will be charged to the buyer, unless mutually agreed otherwise in writing.

5.3 The buyer is obliged to take delivery of the purchased car or car parts at the time when they are delivered to him by Classics-World Erlecom or be made available to him.

5.4 If the buyer refuses to accept delivery for any reason or fails to provide information or instructions necessary for the delivery, the goods will be stored at the expense and risk of the buyer after Classics-World Erlecom notified him. Buyer In that case, in addition to the purchase price, a reasonable price for storage and any additional transport or shipping is due.

5.5 It is Classics-World Erlecom allowed to deliver in parts. If deliveries are made in parts, Classics-World Erlecom is entitled to invoice each part separately.

ARTICLE 6 – STORAGE COSTS

6.1 If the buyer within a period of 5 working days after becoming aware of the moment that Classics-World Erlecom has made the car or car parts available to him has not collected the goods, Classics-World Erlecom is entitled to a reasonable compensation for storage costs

unless mutually agreed otherwise in writing.

6.2 The risk of loss or damage to the car or car parts immediately passes to the buyer after this period, unless agreed otherwise stated in writing.

ARTICLE 7 – OWNERSHIP AND RISK

7.1 With the exception of art. 6.2 the risk of loss or damage to the car or car parts passes to the buyer at the time the goods have been placed in his possession by Classics-World Erlecom or by a third party designated by him,

unless mutually agreed otherwise in writing. If the buyer engages a third party to collect the goods, possession will take place at the time the goods are collected or the

goods are transferred to this third party. The car or car only become the property of the buyer once transfer of possession has taken place. Until that time, Classics-World Erlecom bears the responsibility and the risk to the goods for any damage regardless of the cause.

7.2 The risk of loss or damage to the car or car parts to be purchased is transferred to Classics-World Erlecom at the time when the goods have actually been placed in his possession by the seller or a third party designated by him, unless mutually agreed otherwise in writing. The car or car parts to be purchased only become the property of Classics-World Erlecom as soon as possession took place. Until that time, the seller bears the risk for the goods and any damage arising from whatever cause

the damage resulting from the inability to provide the complete registration certificate. In addition, there are all maintenance costs or repair at his expense.

ARTICLE 8 – FORCE MAJEURE

8.1 Classics-World Erlecom is not obliged to fulfill any obligation under the agreement if and for as long as he does so is hindered by a circumstance that hinders him by law, a legal act or in society views cannot be attributed.

8.2 If the force majeure situation continues for longer than a week or it is reasonably foreseeable that it will last longer than a week, the parties are entitled to terminate the agreement without either of them being entitled to any form of compensation.

8.3 If Classics-World Erlecom has already partially fulfilled its obligations when the force majeure situation occurs or can partially fulfill his obligations, he is entitled to the already executed part or executable part of the invoice the agreement separately as if it were an independent agreement.

ARTICLE 9 – PRICES AND PAYMENTS

9.1 All quotations and prices that Classics-World Erlecom charges depend on the amount charged at the time of the offer or the prices applicable at the time the agreement was concluded. If after making an offer or after conclusion of the agreement, a change occurs in VAT rates or other government levies, Classics-World Erlecom is entitled to change the prices accordingly.

9.2 Classics-World Erlecom is always entitled to claim partial payment (down payment) or full advance payment of the agreed price. In the case of a consumer purchase, the buyer can only be obliged to pay in advance a maximum of 50% of the amount of the purchase price, unless he has expressly agreed in writing to full advance payment of the agreed price.

9.3 Unless otherwise agreed in writing, payments must be made in cash at the time of delivery. If payment has been agreed by bank transfer, payment must be made within the term stated on the invoice at the time specified by Classics-World Erlecom prescribed manner.

9.4 If payment is not made on time, the buyer will be in default by operation of law. From the day the default occurs statutory interest is due on the amount due by the buyer. The statutory interest is calculated up to and including the day that it is full outstanding amount has been paid.

9.5 If the buyer refuses to take delivery for any reason or fails to provide information or instructions necessary for the delivery, the goods will be stored at the expense and risk of the buyer after Classics-World Erlecom has notified him. Buyer In that case, in addition to the purchase price, a reasonable price for storage and any additional transport or shipping is due.

9.6 All reasonable costs for payment of amounts owed by the buyer will be borne by the buyer. The extrajudicial costs will be calculated in accordance with the Collection Costs Act (WIK).

ARTICLE 10 – WARRANTY AND LIABILITY

10.1 The car and car parts are delivered by Classics-World Erlecom delivered without any form of warranty. The by Classics-World Erlecom offered cars are by definition not in such a condition to be used directly as a means of transport or cannot be used due to the lack of MOT, TÜV, etc. Use of the car is entirely at the risk of the buyer and Classics-World Erlecom does not recognize any

form of liability for damage resulting from the use of the car or car parts. Buyer agrees to have fulfilled his obligation to investigate the purchased car or car parts and is aware of the condition and any defects in which the car or car parts are at the moment of purchase whether or not of a hidden nature.

10.2 Classics-World Erlecom is never liable for indirect damage, including lost profits, losses suffered and damage as a result of business stagnation. If, despite the provisions of these general terms and conditions, Classics-World Erlecom exists, only direct damage is eligible for compensation. This exclusively means:

10.2.1 The reasonable costs to determine the cause and extent of the damage.

10.2.2 The reasonable costs incurred to prevent or limit damage, insofar as the other party demonstrates that these costs have resulted to prevent or limit direct damage.

10.2.3 Any reasonable costs incurred to remedy the poor performance of Classics-World Erlecom to the agreement insofar as these are addressed to Classics-World Erlecom can be attributed.

10.3 If, despite the provisions of these general terms and conditions, Classics-World Erlecom has further liability. was allowed exist, liability is limited to a maximum of the invoice value of the agreement, at least on that part of the contract agreement to which the liability relates.

10.4 Notwithstanding the statutory limitation period, the limitation period for all claims and defenses against Classics-World Erlecom is a year.

10.5 Notwithstanding the previous paragraph, in the case of a consumer purchase, claims and defenses that are based on facts that support the statement would justify that the delivered goods do not comply with the agreement, a limitation period of two years apply. The right to the filing of such a claim or defense will lapse if the consumer does not contact Classics World Erlecom in writing within two months after discovery of the defect.

10.6 Except in the case of gross negligence or intent on the part of Classics-World Erlecom buyer will free Classics-World Erlecom from all claims from third parties, on whatever grounds, with regard to compensation for damage resulting from the use of Classics-World Erlecom delivered car or car parts.

ARTICLE 11 – RETENTION OF TITLE/OWNERSHIP RESERVATION

11.1 The property of the car or car parts provided by Classics-World Erlecom which have been delivered or collected remain property of Classics-World Erlecom until the buyer has fulfilled all obligations of the agreement.

11.2 The buyer is prohibited from selling, pledging or in any other way burden the car or car parts on which the retention of title is based.

11.3 If third parties seize the car or car parts subject to retention of title, or wish to establish rights thereon or assert, the buyer is obliged to inform Classics-World Erlecom of this as soon as possible.

11.4 The buyer gives unconditional permission to Classics-World Erlecom or by Classics-World Erlecom designated third parties to enter those places where the car or car parts subject to retention of title are located. Classics-World Erlecom is entitled to take back the goods referred to here in the event of any default by the buyer. All reasonable costs associated with this will occur to buyer's account.

ARTICLE 12 – FINAL PROVISIONS

12.1 Every agreement as well as every oral or written agreement between Classics-World Erlecom and buyer or seller and all The legal relationships arising therefrom between them are exclusively governed by Dutch law. If there is a dispute Only the Dutch court or a dispute resolution body established in the Netherlands designated by both parties shall have jurisdiction

to take note of this. Unless the law deviates from this, only the competent court within the district of location of Classics-World Erlecom appointed to hear disputes.

12.2 Both Classics-World Erlecom as a buyer or seller will only appeal to the court after they have done every effort to settle the dispute by mutual agreement.

12.3 If the dispute has occurred unjustly, Classics-World Erlecom entitled to the judicial and to charge extrajudicial costs to the buyer or seller.