

## **General Terms and Conditions**

### **Koufou Carparts Company for Japanese and Korean Cars**

***The following general terms and conditions apply to enterprises and merchants only:***

1. Following terms and conditions are made subject to all agreements and offers submitted to customers. They are automatically accepted by the purchaser when placing an order or when accepting a service.
2. Delivery times are to be considered not binding and without further obligation. A binding delivery time must be confirmed in writing. An agreed and binding delivery time will extend accordingly in case of unforeseeable events or force majeure. In this case we cannot be held accountable, because we acted with best care and attention. Sale and delivery is subject to punctual and correct supply to ourselves, and releases us completely from our delivery commitments in case of non-performance or mal-performance of our suppliers.
3. Goods and all further services for which no fixed prices have been agreed on beforehand, will be charged according to our current list prices valid on the date of delivery. All prices are to be understood plus VAT.
4. If the customer requests shipment, the customer takes the risk of accidental demise or accidental deterioration, as soon as the shipment leaves our company, no matter whether the shipment happened at the place of fulfillment and no matter who bears the shipping costs. If the goods are ready for dispatch and the shipment or acceptance procedures are delayed for reasons that we cannot be held accountable for, all risks will be passed onto the purchaser at the time of notification of readiness for dispatch.

5. Goods delivered will remain our property until complete settlement of all accounts receivable concerning all business relationship between the customer and ourselves. The customer by now cedes all outstanding debts from conditional sale or resale of the goods to us. We herewith accept this cession.
6. The delivered goods, if agreed, will be sold excluding all warranties. If we shall become liable because of lawful damages or absence of warranted performance, we have the right either to provide replacement or to repair, excluding all further warranty claims by the customer. We must immediately be notified in writing about the deficiency.
7. The limitation period for customer claims (acc. to §437 BGB) is limited to one year starting from the date of delivery of the second hand goods.
8. The customer must not refuse, retain or offset any payments for settlement of claims unless these claims are legally recognized or acknowledged by us.
9. If any provision of this agreement is or becomes wholly or partially invalid, this shall not affect the validity of the remaining provisions of this agreement. Any other verbal agreements have not been made. Changes or modifications to these general conditions must be in writing in order to be valid. Place of jurisdiction and place of fulfillment is Munich. This agreement is construed in accordance with and is subject to German law.

***The following applies to private customers only:***

1. The following General Conditions apply to all agreements with our customers.
2. Goods delivered will remain our property until complete settlement of all accounts receivable concerning all business relationship between the customer and ourselves.
3. If we shall become liable because of lawful damages or absence of warranted performance, we have the right either to provide replacement or to repair.
4. The limitation period for customer claims (acc. to §437 BGB) is limited to one year starting from the date of delivery of the second hand goods.
5. If any provision of this agreement is or becomes wholly or partially invalid, this shall not affect the validity of the remaining provisions of this agreement. Any other verbal agreements have not been made. Changes or modifications to these general conditions must be in writing in order to be valid.