



**USA-CAR-IMPORT.COM**  
NEW & LOW MILEAGE VEHICLES | WORLDWIDE DISTRIBUTION

## **USA CAR IMPORT CONDITIONS OF SALE / DELIVERY**

USA Car Import Rietwijkerstraat 36, 1059 XA Amsterdam, The Netherlands, Chamber of commerce Amsterdam nr. 81431147.

### **Payment**

Unless otherwise specified in writing, the Purchaser is obliged to pay the purchase price in full for the goods prior to shipment of the goods by the Vendor. In the event that payment is not received from the Purchaser within seven days from the date agreed upon, the Vendor shall be entitled to treat the Purchaser as being in default of the agreement and may then repossess the goods at any time without notice to the Purchaser, sell the repossessed goods and retain the proceeds from the sale. The Purchaser will remain liable for payment of the difference between the proceeds of sale and the original purchase price of the goods. The Purchaser shall also be liable to and reimburse the Vendor forthwith for all costs incurred by the Vendor in connection with the collection of monies owed to the Vendor by the Purchaser and/or resale of goods, including legal fees incurred on a substantial indemnity basis.

### **Title and Risk**

Title to the goods shall remain with the Vendor and shall not pass to the Purchaser until such time as the Vendor has received payment in full of the purchase price and of all bank charges in connection with the sale. Notwithstanding the foregoing, the goods shall be at the Purchaser's risk as of the commencement of carriage from the place where the carrier takes possession thereof.

### **Warranties and Conditions and homologation**

The parties agree that there are no warranties, conditions or agreements, express or implied, statutory or otherwise, affecting the goods. Without limiting the generality of the foregoing, under no circumstances shall the Vendor be liable to the Purchaser or to any party whatsoever and the Purchaser hereby renounces any rights or recourses for any defects of any nature in the goods, whether latent or apparent, and the Purchaser undertakes to indemnify the Vendor in respect of any claims or demands that may be made against it by reason of said defects. Parties agree that USA Car Import can not be held liable for the homologation of the vehicle.

### **Force Majeure and Delay**

The parties agree that when the goods are received by way of factory order and the Vendor is unable to make delivery within 365 days of the date of the contract, this agreement is extended unless a party notifies the other party in writing. The Vendor shall not be liable for the non-performance of any of its obligations hereunder occasioned by any Act of God or any cause comprehended in the term "force majeure". The Vendor shall not be liable for any delay in the shipment or delivery of the goods.

### **Duties and Taxes**

The Purchaser accepts liability for the payment of all taxes, duties and other charges, present or future, assessed or imposed in connection with the import of the goods. Liens and Encumbrances The Purchaser shall not hereafter cause or permit any charge, lien or encumbrance whether possessory or otherwise, to exist against the goods until the purchase price has been paid in full.

### **Applicable Law**

All disputes arising out of the present contract or relating to the sale of the goods shall be governed by the law of The Netherlands.