

CONDITIONS OF SALE

The following are the conditions under which Theault (herein referred to as 'the company') and its appointed representatives sell and distribute its products to its customers (herein referred to as 'the purchaser'). By signing the form overleaf the purchaser agrees that he/she has read and understood these conditions.

I General

Sales are subject to the law prevailing on conditions of purchase at the date of signature of the first agreement; any exception to this is made by formal dispensation of the company.

II Confidentiality

Plans, drawings and documentation provided by the company remain the property of the company; they cannot thus be communicated to any third party for any reason without prior permission of the company.

III Formation of Contract

When an estimate is issued by the company it will contain any additional conditions particular to the individual purchase. These are supplementary to the general conditions. When an order is received from the purchaser the conditions will be regarded by the company as accepted definitively.

The contract must be signed by the purchaser and returned to the company before construction of the vehicle commences.

IV Deliveries

Except by alternative arrangement, delivery to the customer is carried out by the company at a pre-arranged time and location. Although every effort is made to ensure prompt delivery, in the event of a delay becoming necessary the company will advise the purchaser of revised arrangements. The purchaser is responsible for ensuring that all necessary paperwork and payment for registration, road fund licence, etc are forwarded to the registering agent promptly upon request, failure to do so will delay delivery.

V Trade-in of Second-hand vehicle

In the event of the sale of a vehicle being subject to trade-in of a second-hand vehicle the following conditions apply:

- Prior to finalisation of the Contract of Sale the vehicle to be traded-in must be viewed and evaluated by an authorised representative of the company.
- A valuation and condition report will be made and must be agreed and signed by both parties.
- The vehicle to be traded-in must be handed over to the company no later than time of delivery of the new vehicle.
- The vehicle to be traded-in must be handed over in the condition agreed on the trade-in contract. In the event of deterioration in condition the company reserve the right to re-value the vehicle. The new valuation must be agreed and signed for by both parties prior to delivery of the purchaser's new vehicle.

In case of cancellation or termination of the Contract of Sale the trade-in agreement becomes null and void.

VI Settlement

Goods supplied by the company remain the property of the company until paid for in full. In the event of non-payment the company reserves the right to reclaim the goods at any time without prior warning or to take action to obtain funds owing on the goods. The purchaser will be liable for the costs of damage and undue wear and tear on the goods unpaid or paid only in part.

VII Price, Conditions of Payment & Penalties

Prices given by the company are subject to VAT at the rate specified by the excise authority of the country or region of residence local to the purchaser. It is the responsibility of the purchaser to ensure that he/she makes all due payments.

The purchaser must make a deposit payment to the company at time of order at a rate of 20% of the total cost of the vehicle (or amount agreed by arrangement with the company). The order will not be confirmed until payment of deposit and signed order form are received from the purchaser. In the event of cancellation of the order by the purchaser the deposit will not be refunded.

In the event of non-payment or late payment of any sum owing to the company, the company reserve the right to charge interest on the balance owing at a rate of 1.5 times the current bank base rate in the purchaser's home country.

VIII Guarantee

The conditions laid out hereafter relate only to the bodywork of the vehicle.

They do not extend to the chassis base or accessories installed (GPS; hands free kit; DVD player, etc) not made by Theault. For warranty on these parts please refer to the manufacturer's handbook.

Warranty does not cover wear, tear and damage caused by the goods being transported in the vehicle.

Warranty covers malfunction and defects arising from manufacture or design as detailed below. Warranty applies for a period of 24-months from delivery unless otherwise indicated. Thereafter the purchaser is fully liable for all repairs. Warranty is excluded if:

- The issue arises with or as the result of an item or fitting added or alteration made by the purchaser without the authority of the company.
- The fault is the result of fair wear and tear on the vehicle, negligence or misuse of the vehicle.
- The defective function is resulting from a major force, shock or impact.
- The defect occurs on the floor coating or surfaces of normal wear of the vehicle body.
- The defect is allowed by the purchaser to deteriorate before action is taken to correct it.
- The purchaser fails to make the vehicle available to the company for repair when necessary.

Within the warranty the company will replace free of charge parts found to be defective by the company's engineering department or appointed repairer. Replacement of parts does not prolong the duration of warranty cover.

In the event of warranty work being required to parts of the vehicle covered by the company, repair can be carried out by any repairer authorised by the company after agreement of a cost estimate.

In the event of replacement of parts, the responsibilities of the company are limited to those laid out in the preceding conditions.

IX Automatic Avoidance Clause

In the event of failure to execute obligations laid out in the contract the contract will automatically be dissolved without profit or damage to either party. This will take place after an 8-day preliminary period.

X Payment of Litigation

Any litigation relative to the sale, warranty or any other dealings with the company or any of its representatives unable to be resolved by friendly agreement will come under the exclusive jurisdiction of a commercial court. The commercial court relative to the company is: TRIBUNAL DE COUTANCES.