

## **Subsidable terms and conditions (TC) are subject to the contract.**

### **I. General:**

1. All agreements must be recorded in writing on the relevant contract in respect of their application, on both sides. This also applies to side agreements as well as subsequent changes to the contract.
2. With the purchase of the goods (receipt of payment by the recipient or transfer of a confirmation of the transfer), these terms and conditions are deemed to have been agreed!
3. The transfer of the buyer's rights and obligations from the contract of sale to a third person requires the written consent of the seller.
4. Should one or more provisions of this contract be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provisions are retroactively replaced by the same regulation as possible, which comes closest to the purpose of the intended regulation.
5. In principle, the buyer is obliged to check whether they are suitable for the type of vehicle before purchasing the respective spare parts. A liability of the seller in the event of a disorder from the buyer is excluded. This also affects consequential damage that occurred after the installation and commissioning of unsuitable spare parts on the vehicle.

### **II. Special provisions for used engines**

1. In the case of used engines, the timing belt/chain must be renewed by the buyer, as well as the control times checked or reset (except for the present confirmation by the seller, that this work in the specific case is not necessary). Without such proof, causal damages are exempt from any liability in this regard.
2. Before installing a swap engine (after an engine failure), it is essential to clean all attachments as well as fuel and oil routes and exchange damaged and/or polluted attachments. The whereabouts of shavings of the previous engine damage must be eliminated at all costs.
3. In the case of engines sold without attachments, the buyer has to present a test protocol with regard to the turbocharger and injectors in the event of complaints, as well as an invoice for oil coolers, original seals and the prescribed oil changes .

### **III. Warranty (generally limited to 12 months):**

1. The buyer is expressly advised that all used spare parts are those that were already installed in a used motor vehicle and were therefore exposed to unknown wear and tear.
2. All spare parts that have not been installed professionally and appropriately by the buyer or a third party are excluded from the warranty or subsequently not properly adjusted. Furthermore, wear and tear parts such as seals, Simmerring, cylinder head seals, injectors, incandescent pins, etc. are not included by the warranty in the case of used engines.
3. In the event of the defleability of the purchased item, the buyer is initially entitled to demand improvement (repair) from the seller (repair) or replacement of the defective item. The seller must be informed about this immediately. In principle, the seller is primarily entitled to correct the defect in the manner he intended. External costs will only be covered to the agreed extent after the seller's prior express commitment to the buyer.
4. If an exchange of the sold goods is not possible due to a lack of availability, the purchase price will be refunded after checking the defective replacement part, but no later than 14 days.
5. If it is not a consumer purchase, the costs for Re-installation of the spare parts sold are not covered in cases of warranty.
6. In the case of the conversion and the resulting provision of the purchased item by the buyer, the seller must pay the seller an appropriate compensation for the use up to the conversion or any loss of value.
7. (Rejue) If the buyer is a company (especially car dealer or service garage), obvious defects must be communicated to the seller at the latest for a period of 5 working days from receipt of the goods in the event of any other loss of entitlement.
8. Place of fulfillment in cases of warranty is the seat of the seller's company. In cases of warranty, companies as buyers must independently ensure the return transport of the purchased goods, the transport costs must be covered by the buyer. Similarly, consumers are considered to be the buyer, except if the return transport of the goods is not reasonable for the buyer due to bulkiness etc.

### **IV. Fulfillment/delivery deadline:**

1. The buyer has fulfilled the contract if the full purchase price, including all side expenses that are visible from the purchase agreement, has been received in full by the seller. Only after that will the goods be shipped. Agreed shipping costs must in any case be borne by the buyer. In the case of exchange engines, there is only a fulfillment on the part of the buyer once the buyer's old engine has been received by the seller-according to the order confirmation and invoice-after receipt of the new goods, but at most after 10 days.
2. The seller fulfilled the contract if he has provided the purchased goods for collection in accordance with the order and has demonstrably notified the buyer or sent the goods to the buyer. In any case, if the buyer has taken over the goods. With the handover, all dangers pass to the buyer.
3. The contractually agreed delivery period applies, otherwise a common order for the type of goods applies.

### **V. Ownership:**

1. If the ordered goods should be followed to the buyer before full payment of the purchase price, the goods remain the property of the seller until the entire purchase price has been paid in full.
2. To the extent that the item of purchase delivered under retention of title should be used by anyone else, the buyer must inform the owner of the reserved owner immediately.

### **VI. Resignation:**

1. Consumers as purchasers are expressly advised that the purchase transaction in question is not a contract under the distance selling law (FAGG) and therefore a legally unfounded unilateral withdrawal from the contract on the part of the contract by the Buyer is not possible.
2. If the buyer is in default of payment, the seller may, in writing, provide the buyer with a grace period of 5 working days with the declaration that, after the fruitless expiry of this period, he refuses to fulfil the contract by the buyer, Thus withdraws from the contract of sale and seeks damages for non-performance (unjustified withdrawal of the buyer). The agreement on the setting of a grace period must be made in writing by the seller and shall apply from access. In the event of late payment, default interest of 5% above the discount rate of the Austrian National Bank is deemed to have been agreed.
3. If a contractually agreed delivery date is exceeded by more than 14 days by the seller, the buyer may subsequently take a grace period to meet at least 14 days after its fruitless fate (delay by the seller) from Resign contract. The buyer must make informed agreement on the setting of a grace period in writing and shall apply from access. The buyer can only claim any damages if the seller's delay was intentional or grossly negligent.
4. If one part does not meet the contract from cases other than those mentioned in points 2 and 3, the other part is entitled to withdraw from the contract under a grace period of 5 working days. The agreement on the setting of a grace period must be made in writing and shall apply from access.
5. In the event of unjustified non-performance of the contract by the seller and the resulting resignation of the buyer, the seller has a possible deposit or the already fully paid purchase price including transport costs within 10 Retreat working days. Claims for damages are generally excluded.
6. In the event of unjustified non-performance of the contract by the buyer and the seller's reselection, which is justified thereon, the seller is entitled to charge a maximum of 15% of the purchase price as a cancellation fee. Associated transport costs for the return of the goods are at the expense of the buyer.

### **VII. Legal choice, place of jurisdiction**

Slovenian law applies. The applicability of the UN right to buy is expressly excluded. The language of the contract is Slovenian. The contracting parties agree Slovenian jurisdiction. If it is not a consumer transaction, the decision of all disputes arising from this contract, which is exclusively competent for the seller's office, competent court in terms of subject to property and locally, is the right to decide.