

General terms and conditions for the sale of new Tremonia Mobility minibuses.

- New Vehicle Sales Conditions for Germany –

-Last updated 06.2023-

I. Conclusion of contract/transfer of rights and obligations of the buyer; resale of the object of purchase before receipt

1. The buyer is bound to the order for a maximum of 6 weeks, and for vehicles that are available at the seller, up to 2 weeks. The purchase contract is concluded when the Seller has confirmed the acceptance of the order of the object of purchase specified in more detail in writing within the periods specified in each case or the delivery has been carried out. However, the Seller is obliged to inform the Purchaser immediately if he does not accept the order. Written or written form within the meaning of these Terms and Conditions of Sale includes digital signature.
2. Transfers of rights and obligations of the buyer from the purchase contract as well as resale of the object of purchase before receipt, require the written consent of the seller. This does not apply to a monetary claim of the Buyer against the Seller. For other claims of the Buyer against the Seller, the prior written consent of the Seller shall not be required if the Seller has no interest worthy of protection in an exclusion of assignment or if justified interests of the Buyer in an assignability of the right outweigh the interest of the Seller worthy of protection in an exclusion of assignment. In the event of a breach or attempted breach of this provision, the Seller may withdraw from the contract by written declaration without setting a deadline.
3. Other general terms and conditions of the Buyer shall not apply even if the Seller has not expressly objected to them.

II. prices

1. The price of the object of purchase shall be ex manufacturer's works plus any transfer costs and plus value added tax (purchase price). Agreed ancillary services will be charged extra.
2. The total amount stated in the purchase contract shall be paid as the purchase price if a delivery period of up to 4 months has been agreed or if delivery is made within 4 months. Otherwise, the purchase price shall change in the same proportion as the Seller's net customer price for the vehicle, special equipment and transfer costs plus VAT change up to the date of delivery. Increases in the customer net prices between the written purchase price notification by the Seller and the delivery shall not be charged if the Buyer takes delivery of the vehicle in due time. The Buyer may withdraw from the contract if the sum of the purchase prices for the vehicle and special equipment and the fee for the transfer in the purchase price notification exceeds the sum of the prices stated for the same scope in the order by more than 5% - in the case of an agreed delivery period of at least 18 months by more than an average of 2.5% per contractual half-year. The withdrawal must be made in text form within 2 weeks of receipt of the purchase price notification.
3. If the Buyer is a legal entity under public law, a special fund under public law or an entrepreneur acting in the exercise of his commercial or independent professional activity when concluding the purchase contract, the purchase price shall in any case change in the same proportion as the Seller's net customer prices for the vehicle, special equipment and transfer costs plus VAT change up to the date of delivery; Clause 2 shall not apply.

III. payment

1. The purchase price and prices for ancillary services are due for payment upon handover of the object of purchase and handing over or sending of the invoice or other settlement document. The Seller's representative is revocably authorized to accept the purchase price. The purchase price and the prices for ancillary services shall be paid without cash.
2. The Buyer may only offset claims of the Seller if the counterclaim of the Buyer is undisputed or a legally binding title exists. This does not apply to counterclaims of the Buyer arising from the same purchase contract. He may only assert a right of retention insofar as it is based on claims from the same contractual relationship.

IV. Delivery and delay in delivery

1. Delivery dates or delivery periods, which may be agreed upon as binding or non-binding, must be stated in writing. Delivery periods shall commence upon conclusion of the contract.
2. The Buyer may request the Seller to deliver six weeks after a non-binding delivery date or a non-binding delivery period has been exceeded. This period is reduced to 10 days for vehicles that are available at the seller. Upon receipt of the request, the Seller shall be in default, unless the Seller is not responsible for this. If the buyer is entitled to compensation for damage caused by delay, this shall be limited to a maximum of 5% of the agreed purchase price in the event of slight negligence on the part of the seller.
3. If, in addition, the Purchaser wishes to withdraw from the contract and/or claim damages in lieu of performance, it must set the Seller a reasonable deadline for delivery after expiry of the six-week or one-day period specified in Clause 2, Sentence

1 or 2 of this Section. If the Buyer has a claim for damages instead of performance, the claim shall be limited to a maximum of 25% of the agreed purchase price in the event of slight negligence. If the Buyer is a legal entity under public law, a special fund under public law or an entrepreneur who is acting in his commercial or independent professional capacity when concluding the contract, claims for damages in case of slight negligence shall be excluded. If, while the Seller is in default, delivery becomes impossible by chance, the Seller shall be liable with the limitations of liability agreed above. The Seller shall not be liable if the damage would also have occurred in the event of timely delivery.

4. If a binding delivery date or a binding delivery period is exceeded, the Seller shall already be in default upon exceeding the delivery date or the delivery period, unless the Seller is not responsible for this. The rights of the Buyer shall then be determined in accordance with Clause 2, Sentence 4, and Clause 3 of this Section.
5. The limitations and exclusions of liability in this section shall not apply to damage caused by a grossly negligent or intentional breach of obligations by the Seller, its legal representative, or its vicarious agent, or in the event of injury to life, limb, or health.
6. Force majeure or operational disruptions occurring at the Seller or its suppliers which temporarily prevent the Seller, through no fault of its own, from delivering the object of purchase on the agreed date or within the agreed period shall change the dates and periods specified in clauses 1 to 4 by the duration of the performance disruptions caused by these circumstances.

If corresponding disruptions lead to a delay in performance of more than twelve months, the purchaser may withdraw from the contract. Other rights of withdrawal shall remain unaffected.

7. The manufacturer reserves the right to make changes to the design or shape, deviations in colour and changes to the scope of delivery during the delivery period, provided that the changes or deviations are reasonable for the purchaser, considering the interests of the seller. If the seller or the manufacturer uses signs or numbers to designate the order or the ordered object of purchase, no rights can be derived from this alone.

V. Acceptance

1. The Buyer is obliged to take delivery of the purchased item within 14 days from the date of provision stated on the takeover information.
2. In the event of non-acceptance, the seller may exercise his statutory rights. If the Seller demands compensation for damages, this shall amount to 15% of the agreed purchase price excluding VAT. The amount of damages shall be set higher or lower if the Seller proves a higher damage or the Buyer proves that a lower damage or no damage at all has occurred.

VI. Retention of title

1. The object of purchase shall remain the property of the seller until settlement of the claims to which the seller is entitled based on the purchase contract. The retention of title shall also extend to claims of the Seller's representative mediating the transaction arising from the presentation or financing of the purchase price. Insofar as such claims of the representative exist, the Seller shall be entitled to transfer the object of purchase to the representative after satisfaction of its own claims.

If the Buyer is a legal entity under public law, a special fund under public law or an entrepreneur who is acting in the exercise of his commercial or independent professional activity when concluding the purchase contract, the retention of title shall also apply to claims of the Seller against the Buyer arising from the ongoing business relationship until settlement of claims due in connection with the purchase.

At the Buyer's request, the Seller shall be obliged to waive the retention of title if the Buyer has incontestably fulfilled all claims in connection with the object of purchase and adequate security exists elsewhere for the remaining claims from the ongoing business relationship. For the duration of the retention of title, the Seller shall have the right to hold the registration certificate Part II (vehicle title).

If the purchaser is a manufacturer of bodywork, he hereby assigns his claims from the resale to the seller in each case to the amount of the seller's purchase price claim for the resold object of purchase. The Buyer shall be entitled and obliged to collect the assigned claims until revoked. If the Buyer ceases to make payments, the authorization to collect shall expire even without express revocation. The seller is obliged to reassign to the extent of the respective incontestable purchase price repayment.

2. If the customer does not pay the due purchase price and prices for ancillary services or does not pay them in accordance with the contract, the seller may withdraw from the contract and/or, in the event of culpable breach of duty by the customer, claim damages in lieu of performance if he has unsuccessfully set the customer a reasonable deadline for performance, unless the setting of a deadline is dispensable in accordance with the statutory provisions. If the Seller has a claim for damages in lieu of performance and takes back the object of purchase, the Seller and the Buyer agree that the Seller shall compensate the Buyer for the ordinary sales value of the object of purchase at the time of taking back. At the Buyer's request, which can only be expressed immediately after the object of purchase has been taken back, a publicly appointed and sworn expert, e.g., of "Deutschen Automobil Treuhand GmbH" (DAT), will determine the ordinary sales value at the Buyer's discretion. The purchaser shall bear the necessary costs of taking back and realizing the object of purchase. The utilization costs shall amount to 5 % of the usual sales value without proof. They shall be set higher or lower if the Seller proves higher costs or the Buyer proves that lower costs or no costs at all were incurred.
3. If the retention of title exists, the purchaser may neither dispose of the object of purchase nor contractually grant use to third parties.

VII. Liability for material defects and defects of title

1. Claims of the purchaser due to material defects of buses and coaches shall become time-barred two years after first registration. Claims for the elimination of the defect in accordance with the technical requirements by replacement or repair of defective parts without calculation of the necessary labour and material costs for the units, engine, transmission, cardan shaft(s) and drive axle(s) installed in a bus or coach shall become statute-barred after two years in each case from delivery of the object of purchase, after expiry of the first year, however, at the longest up to a mileage of 200,000 km. If the purchaser is a legal entity under public law, a special fund under public law or an entrepreneur who is acting in the exercise of his commercial or independent professional activity when concluding the contract, claims for material defects after the expiry of the first year shall, however, be limited to the elimination of the defect in accordance with the technical requirements by replacing or repairing defective parts without charging for the labour and material costs required for this. In the case of other purchasers (consumers), claims of the purchaser due to material defects and defects of title of buses shall become time-barred two years after delivery of the object of purchase.
2. The shortening of the statute of limitations in clause 1 shall not apply to damages based on a grossly negligent or intentional breach of obligations by the Seller, its legal representative, or its vicarious agent, or in the event of injury to life, limb or health.
3. If the seller must pay for a damage caused by slight negligence due to the statutory provisions, the seller's liability shall be limited:
Liability shall only exist in the event of a breach of material contractual obligations, such as those which the purchase agreement is intended to impose on the seller in accordance with its content and purpose, or the fulfilment of which is a prerequisite for the proper implementation of the purchase agreement and on whose fulfilment the buyer regularly relies on and is allowed to rely on. This liability is limited to the typical damage foreseeable at the time of conclusion of the contract.

The personal liability of the legal representatives, vicarious agents, and employees of the Seller for damage caused by them through slight negligence is excluded. Clause 2 of this section shall apply accordingly to the limitation of liability and exclusion of liability.
4. Irrespective of any fault on the part of the Seller, any liability of the Seller in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and under the Product Liability Act shall remain unaffected.
5. If a defect is to be corrected, the following applies:
 - a) The Purchaser may assert claims for rectification of defects with the Seller or with other companies recognized by the manufacturer/importer for servicing the object of purchase; in the latter case, the Purchaser shall notify the Seller thereof without delay if the first rectification of defects was unsuccessful. In the case of verbal notifications of claims, the Buyer shall be provided with a written confirmation of receipt of the notification.
 - b) If the object of purchase becomes inoperable due to a material defect, the Purchaser shall contact the nearest service facility recognized by the manufacturer for servicing the object of purchase that is located at the location of the inoperable object of purchase.
 - c) Replaced parts become the property of the seller.
 - d) The purchaser may assert claims for material defects and defects of title based on the purchase contract for the parts installed to remedy the defects until the expiry of the limitation period of the object of purchase.
6. Claims for rectification of defects shall not be affected by change of ownership of the object of purchase.
7. Insofar as the Purchaser is a consumer within the meaning of Section 13 of the German Civil Code (BGB), the provisions of this section shall not apply to material defects and defects of title in goods with digital elements for the digital elements, but the statutory provisions shall apply.

VIII. Liability for other claims

1. Other claims of the customer that are not regulated in Section VII Liability for Defects in Quality and Defects in Title shall be subject to the regular statute of limitations.
2. Liability due to delay in delivery is conclusively regulated in Section IV. "Delivery and Delay in Delivery". For other claims for damages against the Seller, the provisions in Section VII. Liability for Defects in Quality and Defects of Title, Sections 3 and 4 shall apply accordingly.
3. If the Purchaser is a consumer within the meaning of Section 13 of the German Civil Code (BGB) and the subject matter of the contract also includes the provision of digital content or digital services, whereby the New Vehicle can also fulfill its function without these digital products and services, the statutory provisions of Sections 327 et seq. shall apply to such digital content or digital services. BGB.

IX. Place of performance, jurisdiction and applicable law

1. If the purchaser is a legal entity under public law, a special fund under public law or an entrepreneur who is acting in the exercise of his commercial or independent professional activity when concluding the purchase contract, the place of performance for the delivery of the object of purchase shall be the manufacturer's works.
2. If the Purchaser is a merchant, the exclusive place of jurisdiction for all present and future claims arising from or in connection with this contractual relationship shall be Dortmund. The seller is also entitled to take legal action at the buyer's place of business.
3. The same place of jurisdiction shall apply if the Buyer does not have a general place of jurisdiction in Germany, relocates its place of residence or habitual abode outside Germany after conclusion of the contract or its place of residence or habitual abode is not known at the time the action is brought. Otherwise, in the event of claims by the Seller against the Buyer, the Buyer's place of residence shall be the place of jurisdiction.
4. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.
- X. Notice pursuant to § 36 Consumer Dispute Settlement Act (VSBG)**
The seller will not participate in a dispute resolution procedure before a consumer arbitration board within the meaning of the VSBG and is not obliged to do so.

Tremonia Mobility GmbH
Niedersachsenweg 20
D 44309 Dortmund



Registered office and court of registration: Dortmund, Germany
HRB-Nr.: B 19641, Tax number: 316/5781/1359, VAT-ID: DE811385712