

# SALES OF SECOND HAND CARS

## General Conditions

- **Art 1- MODELS DEFINITION OF VEHICLE** : Texts and advertisements are indicative and are not contractually engaging. The sold vehicle is described in detail on the invoice, based on the chassis number and the number plate, vehicle of which has already been shown to the client.
- **Art 2- PRICE** : The price of the vehicle is fixed between the two parties and stipulated on the order form or on the invoice. The price will not be the object of further negotiation.
- **Art 3- Order** : The acquisition will not be effective, nor will it engage the Vendor until a deposit has been versed which could be held in case the Vendee withdraws from the sale.
- **Art 4- DELIVERY DELAY** : Should the sold vehicle not be ready, the delivery delay is fixed between the two parties. If this delay is surpassed and the Vendee asks, the deposit shall be returned. If the purchase is based on a bank loan, the delivery delay will be 7 working days after signature in order that the Vendee fulfils his option to retract if he so desires (Scrivener Law).
- **Art 5 – SETTLEMENT** : The selling price is payable by cash before delivery of the vehicle. In case the Vendee withdraws from the sale for reasons other than those stipulated in Article 9, the deposit shall remain the property of the Vendor as indemnity.
- **Art 6- DELIVERY** : Excepting any other written agreement, delivery will take place at the Headquarters of Hertz Tahiti. Should this not be the case, the vendee must insure the vehicle against all transport incidents (maritime or other).
- **Art 7- OWNERSHIP RESERVE** : The Vendor expressly reserves the right to ownership of the vehicle (object of the sale) just until complete payment of the vehicle has been made (application of Law N°8 0.335 du 12 mai 1980). The Vendee accepts the risks upon taking possession of the vehicle (object of the sale). The Vendee makes it his obligation to have an insurance policy guaranteeing risks such as loss, theft or destruction of the vehicle mentioned. The Vendee is not allowed to resell the vehicle in question before having paid for the vehicle in full.
- **Art 8- GUARANTEE** : The vehicles are guaranteed for a delay mentioned in the stipulations of the sales contract and the sales invoice. This delay starts from the moment of delivery of the vehicle.

The guarantee covers :

The changing of spare parts known to be defective by our workshops, or by putting them into working order, as well as labour.

Breakdown costs and towing to our workshops, or to one of our offices if the incident happens on the island of Tahiti.

Interventions realized under the guarantee, do not extend the guarantee.

The driver's responsibility is expressly limited to the defined guarantee.

The guarantee applies under the condition that:

The vehicle was repaired and maintained by the workshop network of the dealer.

That periodic verifications mentioned in the maintenance notebook were realized at the needed time in the dealer's network.

That the original spare parts were not replaced by others not acceptable by the manufacturer.

That damage was not due to negligence; bad utilization, the non-respect of the directions given in the maintenance notebook, to an overload nor to the inexperience of the driver.

- **Art 9- ANNULATION AND RESILIATION** : The Vendee can not cancel his order and demand that his deposit be reimbursed without indemnity. Only in the following cases does it apply:

If the price of the vehicle is different to that fixed at the moment of the order.

If the Vendee has a bank loan to buy the vehicle and he wishes to put into vigor his right to retract. If delivery is not made by the fixed delay between the two parties at the moment of the order.

The Vendor can cancel and keep the deposit if, in the delay fixed by the two parties, the total price is not paid or, the vehicle has been delivered.