



Standard terms of sale

In these standard terms of sale, the term "Vendor" shall mean Automobiles Dangel SA and the term "Buyer" shall mean the customer of Automobiles Dangel SA. All sales by the Vendor shall be subject to these terms and unless otherwise agreed specifically, the Buyer shall be deemed to have accepted them. These terms of sale shall prevail over any contrary provision from the customers, whether in standard terms of purchase or specific terms provided on the order forms.

General:

Automobiles Dangel SA reserves the right to make changes in order to improve the products marketed, in respect of both their technique and presentation, with no obligation to make the said changes to the products marketed earlier.

The placing of an order shall imply the whole and unqualified acceptance by the Buyer of these standard terms of sale and shall void any other document supplied by the Vendor.

Price:

The Vendor reserves the right to revise the prices applicable to all orders to be executed in the event of changes out of its control such as changes in customs tariffs, fluctuations in exchange rates, strikes, fires, wars or any other force majeure circumstance. The prices shall be those applicable at the time of delivery and are quoted ex-works unless otherwise agreed specifically between vendors and buyers.

The prices offered by the representatives or agents of the Vendor shall only be binding on the Vendor after written confirmation from the management of the Vendor.

Orders:

No orders may be cancelled or modified without a formal written agreement between the Buyer and the Vendor. All orders shall be deemed to be accepted unless otherwise notified by the Vendor to the Buyer in writing within fifteen working days.

Unless otherwise agreed formally in writing by the Buyer and the Vendor, the order execution times shall be given for guidance only and any failure to comply with them shall not entitle the Buyer to any remedy.

Deliveries:

Deliveries shall be made by directly handing the goods over to the Buyer or by means of a release notice or by delivering the goods to a shipper or carrier in the premises of the Vendor. The Buyer shall be responsible for the goods and the deliveries and agrees to take out insurance covering all the risks of loss, theft, destruction and third party liability. The goods shall travel at the risk of the consignee, including if sold carriage paid, at the lowest rate. In the event of any damage to the goods, the Buyer shall immediately notify any exceptions in writing to the carrier at the time of delivery.

The delivery schedules shall be given for guidance only and failure to abide by them shall not entitle the Buyer to damages, withholdings or the cancellation of orders under way.

Unless otherwise agreed beforehand, packaging materials shall not be taken back. Any special packaging (sea, air, ship etc.) shall be charged to the customer.

Payment:

The Vendor's invoices are payable to Automobiles Dangel SA. Any payment made after the due date shall rightfully entitle the Vendor to charge penalty at least equal to one and a half times the legal interest rate in accordance with Act 92-1442 of 31 December 1992. Any invoices recovered by the Vendor's Collection department shall be increased by € 40 under a non-reducible clause in the meaning of article 1229 of the Civil Code by a fixed charge of 15%. Any invoices for amounts below € 50 exclusive of taxes shall be increased by € 5 exclusive of taxes representing our administrative costs.

The Vendor's invoices shall be payable with the order unless otherwise agreed beforehand with the Vendor's representative or agent, and confirmed by the management of Automobiles Dangel SA.

Transfer of title:

Automobiles Dangel SA shall remain the rightful owner of the goods supplied till the payment of all the goods is effected in full, which alone shall lead to the transfer of title. Consequently, Automobiles Dangel SA reserves the right to demand the return of any unpaid goods (Act 80-6335 of 12 May 1980) at the cost of the Buyer.

Cheques shall only be considered to be payment after they are effectively collected.

Jurisdiction:

Any dispute relating to the interpretation or performance hereof shall be put before the Commercial Tribunal of Colmar, which alone shall have jurisdiction, including in the event of the introduction of third parties, a plurality of defendants or conflicting provisions in the documents of the other party.

Warranty and after-sales service:

The goods are supplied with a two-year guarantee covering parts and labour or 100,000 kilometres from the warranty registration (first registration or six months after production). As an option, Dangel proposes warranty extension up to 5 years (or 120 000 km). See pricelist.

The parts are guaranteed for one year from the receipt of the order.

However, the warranty shall not cover defects or damage due to improper use, negligence in maintenance, natural wear and tear or external accidents (incorrect fitting, faulty maintenance, abnormal use etc.) or due to a product modification that is not envisaged or specified by the Vendor and consumable parts such as tyres etc.

Extension of warranty:

The extension of warranty applies for Dangel mechanical components, excluding wear parts, and covers parts and labour, according to Dangel time scale, and after written approval of Automobiles Dangel. Only Dangel parts are appropriate for the rehabilitation of a Dangel equipment.

Failure to observe the terms of use, as defined in the user manual, will cancel the warranty and or the warranty extension.

Failure of the recommended service plan included in the user manual is likely to invalidate the warranty extension. This service plan to be taken into account must be carried by a car dealer, and must be documented (bills).

Exceeding the maximum mileage (3 years-100 000kms, 4 years-120 000kms, 5 years-120 000kms) marks the end of the warranty extension.

Defects or damage caused by an incorrect installation, misuse, negligence in the maintenance, by accident or natural wear out (mounting error, faulty maintenance, abnormal use ...) or by a modification of the product not intended or specified by the seller and consumer parts such as tires, etc. are also excluded from warranty.