

Faymonville Lease Portugal - Standard Terms and Conditions

1. General

Our conditions of sale shall apply to the exclusion of all others; we do not recognize conditions laid down by the customer that run counter to or deviate from our sales conditions. These standard terms and conditions do not preclude the application of the terms and conditions that formed the basis of the same transaction in the offer or order confirmation.

2. Offers

2.1. Our offers and other statements are in every regard made without commitment, unless confirmed by us in writing.

2.2. The seller reserves the right to alter the construction or shape of the construction pattern during the delivery period, to the extent that the goods and their appearance are not fundamentally changed.

2.3. Information provided in the descriptions relating to performance, weights, running costs, speeds, etc. are to be regarded as an indication.

3. Delivery

3.1. Delivery periods are at all times without commitment. The commencement of the delivery period intimated by us shall be dependent upon the timely and proper fulfillment of the purchaser's obligations and the proper clarification of all technical questions.

3.2. The seller is released from the delivery obligation in the event of force majeure, viz. in the case of any reason which is not dependent upon the seller or where the event partly fell outside the bounds of its control (inter alia strikes, delivery delays on the part of its own suppliers, export ban, fires, internal organizational difficulties within the company, etc.). The seller shall not be required to prove that such interruptions were unforeseeable or could not be resisted.

3.3. Order Cancellation. Should the client cancel the order, whether in part or in full (or refuse to take delivery), he shall be obliged to pay compensation amounting to at least 30% of order value, without the seller having to provide proof of any loss incurred. Should the seller require compensation exceeding 30%, he shall be obliged to provide justification.

4. Acceptance

4.1. The purchaser is entitled and obliged to examine and take delivery of the goods within 8 days after delivery of the notice of readiness at the agreed place of delivery.

4.2. All defects and any damage to the goods must be notified to the seller within 3 days after the date of examination by registered letter stating the grounds for complaint. Failure to abide hereby will result in such complaints being disregarded. In the absence of a complaint submitted in the right form and within the prescribed time limit, the delivery shall be deemed to be accepted.

In the event that a defect complaint is justified and timely, we shall be free to choose amongst a replacement delivery, rectification of the defect or reimbursement of the reduction in value. Any further claim for damages is excluded.

4.3. The right of examination is tacitly waived where the examination is not effected within the aforementioned time limit or the dispatch order is issued. The goods are deemed to be accepted and duly delivered upon delivery to the purchaser or his representatives.

5. Transfer of Risk

As soon as the goods leave the factory or have been passed by us to the haulier, the goods are carried at the purchaser's risk, and that even where our prices are carriage paid, f.o.b. or c.i.f. If transported goods are insured by the seller at the buyer's risk, the latter will recognize without restriction of any kind the terms and conditions of the insurance policy taken out by the seller.

6. Prices

6.1. The price of the goods is exclusive of value-added tax, and without discount or other reductions. To the extent that nothing to the contrary is contained in the order confirmation, our prices apply «ex works».

6.2. The labour price is invoiced in accordance with the number of hours worked.

7. Payments

7.1. In the case of new vehicles, payment is to be effected before delivery. All other invoices are payable within 30 days of the invoice date at the seller's registered office.

Representatives are not empowered to accept payments.

7.2. In the event of failure to pay or late payment of an invoice, it shall automatically and without previous notice be increased by 10% with a minimum of 50 €. In addition, delay interest shall be payable at 15% per annum.

8. Retention of Title (subject to provisions to the contrary)

The goods sold shall remain the full property of the seller until the date of full payment of the sales price, incidental expenses and taxes. In the absence of a payment, the seller may take back the goods and cancel the sale by means of a simple written notice, where the previous notice of default has not been acted upon within 8 days; this is under reservation of any claims for damages.

9. Guarantee

9.1. The seller guarantees freedom from defects according to the state of technology from time to time for materials and labour for a period of 12 months.

9.2. Within the guarantee period, the purchaser may demand that any defects shall be remedied.

9.3. There shall be no claim to repudiation of the contract or diminution of the purchase price unless the seller is not able to remedy the defect. There shall be no claim to a replacement delivery.

9.4. There shall be no guarantee obligations where the defect that has manifested itself has a causal relationship with the fact that the purchaser has improperly handled the goods or used them beyond their limits or the goods have previously been maintained by a firm that is not approved by the seller for customer servicing.

9.5. Natural wear and tear is excluded from the guarantee.

9.6. Any more extensive liability than is provided for in the foregoing conditions is excluded, regardless of the legal nature of the claim made. To the extent that our liability is excluded or limited, such shall apply to all other claims.

9.7. The purchased vehicles are not intended for use in the USA or Canada. The seller disclaims all liability for damage to its products incurred in the USA and Canada. The buyer undertakes to respect this requirement and to impose it on all his beneficiaries. In the case of any breach of this undertaking, the buyer undertakes to cover such damage himself and to indemnify the seller against any possible claims submitted directly to him.

10. Place of Performance, Choice of Law and Jurisdiction

The place of performance is our registered office. Portuguese law shall apply in respect of these standard terms and conditions and the entire legal relationship between purchaser and seller.

For all disputes arising out of the present agreement, only the courts in the court district of Lisbon shall have jurisdiction. However, the seller shall be free to raise legal proceedings before any other court.