



I. Placement of Orders

1. These general terms of contract, which are printed on the reverse of the written repair order form, govern the contractual relationship between DOLL and the Customer with regard to the repair and maintenance of vehicles, trailers and associated parts. The Customer may request a separate copy of the conditions in addition to those printed on the repair order form.
2. Alterations and additions to orders may also be agreed upon verbally in accordance with these conditions.
3. DOLL shall be entitled to engage the assistance of subcontractors and to carry out test drives and transfers for the purposes of completing the contracted repair work.

II. Price Details

1. Price details may also be provided on the order form by means of references to the relevant items in the DOLL price and work unit catalogue. The Customer will be provided with reasonable access to the DOLL price and work unit catalogue on the premises.
2. Where the Customer requires a binding price quotation, a written estimate will be provided which lists the work and parts individually together with the relevant prices. This cost estimate shall be binding for a period of one month from the date of issue. If no repair order is received, DOLL shall be entitled to bill the customer for the work required to produce the cost estimate.

III. Completion

1. If the scope of work changes with the consent of the Customer and the repair work is delayed to a significant extent, DOLL shall provide the Customer with a new completion date.
2. DOLL shall not be liable for damages in the event that it cannot complete all work by the agreed completion date as a result of force majeure or disruptions resulting from strikes, lockouts or absence due to illness of staff essential for the completion of work. In particular, the Customer shall not be entitled to claim for the provision of replacement vehicles or the reimbursement of costs incurred in the actual use of a rental vehicle.
3. In the event of a delay, DOLL shall be liable in accordance with the relevant legal requirements insofar as the delay in completion is intentional or caused as a result of gross negligence or the breach of a contractual obligation or where adherence to a specific date has been contractually agreed upon by DOLL.



In all other cases the Customer shall be entitled to compensation for delays amounting to half of one percent of the total order amount for each full week of delay. Such compensation shall not exceed 5% of the total anticipated invoice amount for the delayed deliveries and services.

IV. Acceptance

1. Acceptance of a vehicle or trailer by the Customer shall take place at DOLL's premises unless otherwise expressly agreed.
2. The Customer shall be deemed to have delayed acceptance if it has not collected the vehicle or trailer within one week of being notified of the completion of work or dispatch of an invoice. In the case of repair work which is completed not later than the end of business on the following day, this period shall be reduced to three days.
3. If acceptance is delayed by the Customer, DOLL shall be entitled to bill the Customer for the standard storage costs. During the delay period the Customer shall be responsible for any loss or damage to the vehicle or trailer unless such loss or damage was caused by DOLL intentionally or as a result of gross negligence.

V. Billing

1. Invoices shall list separately the details of all prices or prices factors for each activity carried out as well as for spare parts and materials. If the Customer also wishes to have the vehicle or trailer delivered, the Customer shall be liable for all associated costs and risks. Liability in the event of intentional actions or gross liability remains unaffected.
2. The calculation of prices for replacements is based on the premise that the unit or component to be removed corresponds to the specification of the replacement unit and that it does not exhibit any significant signs of damage.

VI. Payments

1. Payment for services provided is to be made upon acceptance at the end of the contract and not more than 10 days after receipt of notification of completion or issue of an invoice.
2. Payment must be made in cash. Other forms of payment, such as the receipt of bills of exchange or cheques, require a separate prior agreement. Offsetting with counterclaims is not permitted unless a legally enforceable title exists or the counterclaim is recognised or uncontested.

The exercise of a right of retention is not permitted.



3. In the event of arrears the Customer shall be liable to pay interest at 8% above the base lending rate in accordance with Article 247 of the German Civil Code.
4. DOLL shall be entitled to request an appropriate advance payment upon receipt of an order.

VII. Lien

1. It is hereby agreed that DOLL shall have a contractual lien with regard to the subject of the contract arising from the repair order. The contractual lien can also be asserted for work previously carried out, supplies of replacement parts or other services provided they are related to the subject of the contract. In the case of all other claims arising from the business relationship, the contractual lien shall only be valid where they are uncontested or where there is a legally valid title.
2. In order to invoke its right to sell retained goods DOLL shall send written notification of the planned sale to the Customer.

VIII. Warranty

1. The Customer must provide DOLL with written notification and clear details of any faults immediately after their discovery.
2. DOLL will resolve all faults covered by the warranty at its own expense within a reasonable period of time at its premises. Corrective work to resolve faults may be carried out at another specialist workshop authorised by DOLL which is nearer to the vehicle in the following cases:
 - If the vehicle is not fit for service as a result of a fault and is located more than 30 km away from DOLL premises.
 - If there is a compelling emergency.

In the aforementioned cases DOLL will bear responsibility for all costs arising.

3. If the fault not resolved despite several reasonable attempts to do so, the Customer shall be entitled to a reduction in price or to withdraw from the contract.
4. No warranty will be provided for temporary repairs carried out at the Customer's request.
5. Warranty claims shall be not be upheld where the Customer, upon discovering the fault, has not immediately brought the vehicle or affected part to DOLL or to a specialist workshop authorised by DOLL. Similarly, if the vehicle component affected by the fault is not brought to an authorised workshop or where the Customer modifies or repairs the part itself.
6. Warranty claims shall be barred 12 months after acceptance of the vehicle or

General Conditions of Contract



for Work on Vehicles and Trailers

08/2005

trailer.

IX. Liability

1. DOLL shall be liable in accordance with the relevant legal regulations where the Customer makes claims for damages or reimbursement of expenses (hereinafter referred to as damage claims) which result from intentional acts or acts of gross negligence on the part of representatives of DOLL or its agents. DOLL shall further be liable in accordance with the relevant laws in the event of a culpable breach of a contractual obligation as well as in cases of injury to life, limb or health or where a guarantee has been accepted.
2. Damage claims for breaches of substantial contractual obligations shall be limited to the foreseeable, typical amount of damages unless it is as a result of an intentional act or an act of gross negligence and provided it does not relate to injury to life, limb or health or from accepted guarantees. Such claims shall be barred after 12 months.
3. In all other cases, liability for damages, irrespective of the legal nature of the asserted claim, shall be excluded. DOLL shall not be held liable for damages which do not arise on the vehicle or component in question, such as lost earnings, loss of production or other financial losses of the Customer.
4. Liability for damage arising during test drives shall be borne by the Customer where the Customer or one of its employees is at the controls.
5. DOLL shall not be held liable for moveable objects carried in the vehicle unless they are stored in closable containers attached to the vehicle.

X. Applicable Law, Jurisdiction and Place of Performance

1. All contractual matters shall be subject to the laws of the Federal Republic of Germany.
2. If the customer is a legal entity within the meaning of the German Commercial Code, the jurisdiction and place of performance shall be Oppenau.