

# TERMS AND CONDITIONS FOR THE SALE OF AAA AUTO VEHICLES

## 1. Introductory Provisions

1.1. These terms and conditions (hereinafter referred to as "T&C") form an integral part of the purchase agreement, the object of which is the sale of the motor vehicle specified in the purchase agreement (hereinafter referred to as the "car"), concluded between the company AAA AUTO a.s., ID no.: 26699648, with its registered office at Husovo nám. 14, 253 01 Hostivice, registered in the Commercial Register administered by the Prague Municipal Court, section B, file 8578, as the seller on the one side (hereinafter referred to as the "seller") and the legal or natural entity as specified in the purchase agreement, as the buyer, on the other side (hereinafter referred to as the "buyer").

1.2. On the basis of the purchase agreement, the seller sells the car to the buyer, including all parts and accessories, for the purchase price indicated in the purchase agreement, and the buyer buys the car from the seller for the purchase price and accepts ownership.

## 2. Buyer's Declaration

2.1. On signing the purchase agreement and the terms and conditions, the buyer declares that

a) they have been allowed by the seller to take a test-drive of at least 5km in the selected car, in order to get to know the functions of the car and its technical condition properly.

b) they have been allowed by the seller to view the car on the ramp at the seller's premises prior to purchase, with the participation of the buyer and the buyer's invited specialist, who the buyer is entitled to entrust to check the technical condition of the car and inspect it.

2.2. If they are buying the car with money coming from common marital funds, the buyer declares that they have informed their husband/wife about the intention to buy the car pursuant to the purchase agreement with this money and their spouse has expressed consent.

## 3. Liability for Defects

3.1. The seller is liable for legal and other defects the car has at the time of transfer of risk on the car with the exception of defects about which the buyer knew or had to have known, clearly visible defects, and other defects listed in point 3.4. of the T&C while concluding the purchase agreement.

3.2. In relation to liability for legal defects to the car, the seller declares that the car does not come from criminal activity, that it is not encumbered by a lien nor any other third party right, and that the car is not leased pursuant to valid, effective and as yet unfinished lease agreement. Otherwise the buyer is entitled to withdraw from the purchase agreement. The buyer may apply rights arising from liability for legal defects for the duration of the car's lifespan.

3.3. In relation to liability for defects other than legal defects with the car, the seller declares that the car has not been damaged by flooding, primarily that the car has not been left standing on flooded ground for a longer period, that it has not been under water, and the interior has not been clogged with mud or sediment from flooding. Otherwise the buyer is entitled to withdraw from the purchase agreement.

3.4. In no event is the seller liable for the following defects:

- defects caused by wear and tear which the car has when the buyer receives it,
- defects arising after the buyer receives the car,
- defects the buyer has been expressly warned about.

3.5. Rights arising from liability for defects are not transferable to a third party and can only be applied to the seller by the buyer.

3.6. The buyer is obliged to exercise rights from liability of the seller for defects to the car and notify the seller of defects to the car without undue delay after finding the defect or could find with due diligence, and in all cases within one year of the transfer of risk on the car, with the exception of legal defects; otherwise the claims of liability for defects expire.

## 4. Withdrawing from the Agreement

4.1. The seller is entitled to withdraw from the agreement if the buyer does not pay the purchase price for the car properly and in a timely manner.

4.2. In the event of withdrawing from the purchase agreement for any reason given in the law or these terms and conditions, the seller returns the buyer the purchase price paid for the car, against the buyer returning the car to the seller's premises in the condition it was received from the seller, subject to normal wear and tear. If the buyer does not meet the obligation to return the car to the seller in the condition it was received from the seller subject to normal wear and tear, the buyer agrees to pay the seller all costs towards returning the car to this condition and all damages arising in this way for the seller; the seller will be able to set off the claim for

payment with these sums against the claim for refunding the purchase price. In the event of withdrawing from the purchase agreement, the buyer is not entitled to have costs refunded by the seller for returning the car, unless it was a reasonable withdrawal arising from liability for defects. The buyer is not entitled to interest on the money returned by the seller.

## 5. Acquisition of Ownership of the Car

5.1. The buyer becomes the car owner at the moment of receiving the car and paying the full purchase price for the car.

## 6. Handing Over the Car and Transfer of Risk on the Car

6.1. The seller agrees to hand over the car to the buyer no later than the day of paying the full purchase price. From the moment of receiving the car, the buyer is fully liable for complying with all legislation concerning the operation of cars on roads and ensures that from this moment, an **insurance policy** for liability for damage caused by operating a car is concluded for the car, otherwise the seller is liable to the seller for all damage arising in this way (including fines issued by the applicable authority).

6.2. Transfer of risk on the car goes to the buyer at the moment of the buyer receiving the car.

## 7. Car Exchange

7.1. The seller provides the buyer a "7-day guarantee to exchange the car" in accordance with the provisions below (hereinafter referred to as the "right to exchange the car"), on the basis of which the seller cancels the purchase agreement, on agreement with the buyer, only if the following conditions are all met:

- the purchase price of the car is over CZK 100,000 inclusive of VAT pursuant to the purchase agreement,
- the buyer is not a legal entity,

- the buyer exercises the right to exchange the car within 7 days of concluding the purchase agreement at the same premises in which the purchase agreement was concluded, and in the same period of time hands the car over to the seller, with all car accessories and additional equipment, and all contractual and other documentation received when buying the car,

- from the moment of receipt by the buyer after the sale pursuant to the purchase agreement until being handed over to the seller, the car has not been driven more than 500km, no change has occurred in the technical condition of the car, there has been no malfunction or damage to it, no change to the exterior or interior, and the car has not been encumbered with the right of a third party, including lien, lease or ownership law, to benefit a third party and no enforcement nor execution has been brought against the buyer, nor is he the subject of a bankruptcy,

- the buyer has not registered the original car in the register of motor vehicles in their name

- the car was not a new car at the time it was sold to the buyer, i.e. it had not been driven for more than 30km,

- the car was not bought by the buyer for the purpose of its export abroad,

- prior to the expiry of the original purchase agreement or at the same time as it, another purchase agreement is concluded between the buyer and seller, based on which the buyer will purchase another motor vehicle from the seller for the same price or higher than the price of the car pursuant to the purchase agreement, (hereinafter referred to as the "new purchase agreement"),
- the buyer agrees with the seller to have the same or a higher level of additional services and products together with the new purchase agreement than agreed on conclusion of the purchase agreement,

- the motor vehicle which is the subject of the new purchase agreement must be ready for immediate purchase by the buyer (it will have the registration/licence plate, valid MOT, will not have been repaired in a workshop, etc.),
- if the seller has arranged conclusion of a credit agreement with a credit company and the buyer for financing the purchase price of the car, a new purchase agreement must be concluded between the seller and buyer, and the seller arranges the conclusion of a new credit agreement between the credit company and the buyer for financing the purchase price of the motor vehicle bought by the buyer pursuant to the new purchase agreement,

- the car was not bought after exercising the right to exchange the car.

Unless all the above terms and conditions are met, the buyer is not entitled to exchange the car.

## 8. Other Provisions

8.1. The seller guarantees to the buyer that it is possible to reregister the car to the buyer in the Czech Republic and that it will not prevent any

records at the applicable government authority. This guarantee relates expressly to the Czech Republic, whereas the seller does not provide any administrative acts related to registration of the car outside of the Czech Republic.

8.2. If the seller has arranged conclusion of an insurance policy to insure mechanical and electrical failures of the car between the buyer and the company AIM Általános Biztosító Zrt., the insurance premium from this policy was paid in such a way that the seller provided a discount to the buyer on the original advertised purchase price for the car amounting to the insurance premium, which the buyer confirms, and the insurance premium by which the purchase price was reduced was subsequently paid to the given insurance company. If the insurance policy expires or in any other situation where the insurance premium is refunded, the insurance premium will therefore be returned to the seller not the buyer.

8.3. The buyer provides consent to the seller to make a copy of their identity card, or other personal document submitted, in accordance with the provisions of Section 15a of Act No. 328/1999 Coll., on identity cards, as amended, or in accordance with Section 2(3) of Act No. 329/1999 Coll., on travel documents, as amended, for the purpose of entering the seller's buyer into the seller's records of customers, or providing changes in the register of motor vehicles.

8.4. The buyer freely consents to the seller processing their personal data for the purpose of making changes in the vehicle register and for the purpose of offering products, services or customer benefits to the buyer, for an unlimited period until withdrawing the consent. The buyer also confirms that they have been informed about the entitlement to refuse to provide consent in cases where this consent is not necessary to comply with the arrangements in the applicable agreement. The seller is entitled to use statistical information obtained from its activities (e.g. average age of customers, percentage of professions or education and other similar statistics and demographic data) to promote its own activities and for other purposes related to the services provided. Further terms and conditions for handling personal data and protection of personal data can be found on [www.aaaauto.cz](http://www.aaaauto.cz). This provision is only used if the buyer is a natural person.

8.5. The seller is entitled to charge the buyer for all administrative fees related to concluding the purchase agreement pursuant to the seller's valid pricelist; the buyer declares that they have been familiarised with this pricelist.

## 9. Final Provisions

9.1. Differing arrangements contained in the purchase agreement take precedence over the provisions of these T&C.

9.2. Any agreement about changing the purchase agreement must be in writing and be signed by both contractual parties.

9.3. All contractual relations between the seller and buyer are concluded in accordance with the laws of the Czech Republic and in matters not addressed by the purchase agreement or T&C are governed by Act No. 513/1991 Coll., the Commercial Code, as amended and effective, or if the buyer is a consumer, also by Act No. 634/1992 Coll., on consumer protection.

9.4. The purchase agreement becomes valid and effective on the day it is signed by both contractual parties. This day is also the day of taxable supply.

9.5. The buyer is bound by the terms and conditions applicable at the time of concluding the agreement.

9.6. The T&C become valid and effective on 23 August 2012

Date:

Signature: \_\_\_\_\_

AAA AUTO a.s., Husovo nám. 14, 253 01 Hostivice, [www.aaaauto.cz](http://www.aaaauto.cz), registered in the CR with the Prague MC, section B, file 8578, ID No. 26699648, VAT No. CZ26699648

**These terms and conditions have been discussed with SOS – Consumers Defence Association.**

**This is confirmed by the unique SAOP logo granted for carrying out the SOS – Consumers Audit of Terms and Conditions, which you can find on**

[www.spotrebitele.info/audit.php?id=8295](http://www.spotrebitele.info/audit.php?id=8295).  
**In the event of any uncertainty regarding the terms and conditions or dissatisfaction with the conduct of the operator, you can contact SOS by phone on the SOS advice line 900 08 08 08 (CZK 8/min), by email to [saop@spotrebitele.info](mailto:saop@spotrebitele.info) or in writing, to the following address: Mečová 5, 602 00 Brno.**