

GENERAL CONDITIONS OF SALE

Article 1 : FIELD OF ENFORCEMENT

The present conditions of sale are concluded, on one part by the society MINI EXPRESS, a legal French company whose head office is situated : 1 RUE GEORGES LE BERD, 56120 JOSSELIN and is registered at the Trade Register and the Companies of Vannes under the N° 51104561900018. The present general conditions of sale apply to all orders or reservations received via internet, fax, postal mail, and are valid at the moment the order has been placed. All orders involve the complete adherence and without reservation of the client to the present general conditions. Any other condition established by the buyer is therefore, by default, unenforceable on the seller.

If the seller, at any given moment, infringes any of the conditions stated, this cannot be interpreted as a waiver by the seller of the general conditions of sale as a whole.

The company MINI EXPRESS is owner of the websites for OttOmobile and is holder of all rights pertaining thereto. Without prior and express authorization of the company, it is forbidden to copy or download part, or all of the site and its contents.

Article 2: ORDERS

The orders or reservations can be made in the following manner:

On the websites: www.otto-models.com shopping.otto-models.com and club-ottomobile.com

By email (for reservations): club@otto-models.com

By postal mail to: Mini Express, 1 RUE GEORGES LE BERD, 56120 JOSSELIN, FRANCE.

All orders or reservations will be confirmed by email, on the condition that the buyer provides his email address.

Article 3: PRICE

The prices are indicated on our site, in Euros, are including taxes but are excluding shipping cost. They are subject to French VAT.

The shipping costs are in relation to the weight of the products and their destination.

The prices indicated are modifiable at any given moment without notification. However, the articles will be billed on the basis of the current registration of the order or of the reservation.

In case of orders to another country than France metropolitan, the customs laws or other local taxes (local VAT, customs tax, importation duties etc) may be due. These duties are at the exclusive charge of the client and fall entirely on his responsibility both in terms of his declarations and payments to the relevant authorities.

All orders, regardless of their origin, will be billed and payable in Euros only.

The products are the property of MINI EXPRESS until the full payment has been made, regardless of the delivery date of the product.

Article 4: PAYMENT

On line

Depending on the sites through which you make your orders or reservations, you can pay, on line, by debit card (Carte Bleue, Visa, Eurocard, MasterCard) on the secured site of our partner, le CIC or by PayPal. The relevant addresses will be made available to you when ordering. By postal mail if you prefer to pay for your purchases by cheque, you can also make your reservations via our internet sites or by mail and send us a cheque, clearable in France, noting on the back, your name as well as your reservation number. This form of payment is not possible for orders made through the online shop, <http://shopping.otto-models.com> /By direct debit, if you prefer to pay for your reservations by direct debit we need a direct debit authorization form (available on our site www.ottomodels.com) duly filled out and signed, accompanied by your RIB bank details. This form of payment is not possible for orders made through the online shop, <http://shopping.otto-models.com> / Cheques and debits are cashed 15 days before shipping. This delay allows us to verify the solvability of the payment. No reductions will be applied in relation to the indicated prices on the site www.otto-models.com for immediate payments. In the absence of payment the sending of the order and the reservation will be cancelled. All unsettled payments or incidents in payments (false bank details, insufficient client funds...) will be billed 14.40€ inc. VAT.

Article 5: DELIVERY

The delivery address may be different to that of the billing address. One or the other must be indicated on the order or at the inscription to our Club. The orders are processed within a maximum delay of 5 working days from the date of reception by MINI EXPRESS or by their submission on the websites. The orders made through the online shop <http://shopping.otto-models.com/> are deliverable within 15 days maximum. The reservations made via post or via the site <http://club-ottomobile.com/>, or by email are deliverable within 15 days from the 3rd week of the relevant month of reservation. The month is always stipulated on the reservations documents. MINI EXPRESS takes the necessary dispositions to minimize the risks during shipment. These risks are at the charge of the buyer from the moment that the ordered article leaves the premises of MINI EXPRESS. In case of damage during transportation, a motivated objection must be made to the transporter within a time period of three days from delivery.

Unless otherwise specified when ordering, all deliveries made beyond a period of thirty (30) days through the fault of MINI EXPRESS may lead to the termination of the order by the buyer and of his/her reimbursement.

Article 6: WITHDRAWAL PERIOD

In accordance with the provisions of the article L. 121-16 of the Code de la Consommation, the client has, from the delivery, a period of 7 working days to return the order to enable any exchanges or reimbursements.

Using the right of withdrawal requires MINI EXPRESS to reimburse the amount paid by the buyer within a 30 day time period. The client must take responsibility of the charges to return the merchandise. The product must, imperatively, be returned in its original packaging, intact,

accompanied by all its eventual accessories.

Article 7: RECLAMATIONS

Only sales made directly with MINI EXPRESS (through the online shop or through the CLUB Otto) are susceptible to requests for spare parts via the ASS or exchanges. For any other types of sale (Ebay, Le Bon Coin, shops...), the client should contact the seller concerned. All complaints concerning the quality of the products shipped should be made within 15 days from the reception of the goods. It should be formulated clearly and precisely by email to the following address: sav@otto-models.com, accompanied by 2 or 3 supporting photos. In cases of asking for an exchange, the postage charges and other eventual charges (customs etc...) to return products to MINI EXPRESS are at the charge of the client, without prior written consent. In cases of impossibility to exchange and after agreement is made to return a model (models out of stock), a reimbursement will be made upon return of the model in question.

Article 8: RESPONSABILITY

The client alone is responsible for the choice of products, their conservation from the time of delivery and of their usage. Under no circumstances can MINI EXPRESS be held responsible for any damages caused thus. MINI EXPRESS guarantee that their products are in perfect condition when handed over to the transporter. This is the only agreed warranty given by MINI EXPRESS. No other express or implied warranty is granted. Particularly, MINI EXPRESS cannot guarantee that the products meet the specific needs of the client. MINI EXPRESS cannot be held responsible for breach of contract in case of unavoidable circumstances, disruption, or total or partial strike, notably the postal services and modes of transport, flooding or fire.

MINI EXPRESS will not incur any responsibility for any damages indirectly caused by these (loss of business, loss of earnings, loss of luck, damages or expenses).

Article 9 PERSONAL INFORMATION

The information of a personal nature relating to customers may be subject to automated processing. MINI EXPRESS agrees not to divulge to third parties information that it has been given. These are confidential. They will be used by its internal services only for the processing of orders and to reinforce and personalize the communication and offers of products.

This article shall not prevent the sale or transfer of activities to third party. In accordance with the Data Protection Act of the 6th January 1978, each customer has a right of access, rectification and opposition to personal data. For this it suffices to make the request on line or by mail indicating ones surname, first name, address and, if possible, the client reference. Enforcing article 1124 of the Civil Code, non emancipated minors are unable to enter a contract. Consequently, the company MINI EXPRESS cannot be held responsible in cases of collection, without its knowledge, of personal data relating to minors.

Our files have been declared n° 1538483V0, by the CNIL.

Article 10 LINKS

Our site can provide, or third parties may include, links to other websites or other Internet sources. In where MINI EXPRESS is not able to control these sites and these external sources, each user acknowledges that MINI EXPRESS cannot be held accountable for the provision of these sites and external sources, and cannot hold any responsibility for their content, adverts, products, services or any other available materiel on, or from these sites or external sources. Furthermore, each user acknowledges that MINI EXPRESS cannot be held responsible for any damages or consequential proved or alleged losses in connection with the use or with the fact of having trusted the contents, goods or services available on these sites or external sources.

Article 11 ARCHIVAL EVIDENCE

MINI EXPRESS archives the orders and the invoices on one or more reliable and durable data bases comprising of true copies in accordance with the stipulations of the article 1348 of the civil code. Documents MINI EXPRESS will be considered proof of communications, orders, payments and transactions between it and its clients.

Article 12 RELEVANT LAWS

Only these terms herewith in French are law.

The rights and obligations of the parties are governed by the French law, in particular under the regulation of selling from a distance (articles L.121 – 16 to L. 121-20 of the Code of the consumer incorporating the directive 97/7 CE of the 20th May 1997 relating to the protection of consumers in matters of selling from a distance). Acceptances, drafts, mandates, shipping terms bring neither innovation nor exemption to this clause. For all litigation and disputes, whatever the nature or cause, the only jurisdiction is with the commercial tribunal in Vannes.

Article 13 CONTACTS

by mail

For the ASS: sav@otto-models.com For the club, the club site and the reservations of models: club@otto-models.com

For the online shop: support@otto-models.com

For all other questions or suggestions: info@otto-models.com

by post

MINI EXPRESS, 1 RUE GEORGES LE BERD, 56120 Josselin, France – by phone : +33 (0)2 97 70 42 25