

### **NEW DAY HOLDING LTD**

8010 Paphos Cyprus, Nikola Nikolaidi 3 (Savva Plaza Building, 1st Floor Flat/office 110) E-mail: info@nday.eu www.nday.eu

# **Sales Agreement**

## concluded between

New Day Holding LTD, Registration Number: HE-284611, Address: Nikola Nikolaidi 3Savva Plaza Building 1st Floor Flat/Office 110, 8010 Paphos Cyprus, hereinafter referred to as Company, as Seller

and	
	as <b>Buye</b> r

(Name, date of birth, identity card number, address)

- 1/ Buyer expresses his intention to buy a new vehicle under the following conditions:
- 1.1. Buyer announces that he/she has looked at the selection of vehicles provided by Seller. He/she collected adequate information on the technical features and the purchase price of a specific vehicle.
- 1.2. Buyer read the Annex to the present Agreement, the former being indispensable part of the latter, and he/she announces that the vehicle therein corresponds to his choice, and that he accepts the purchase price therein.
- 1.3. Seller takes the purchase price to notice. The purchase price does not include the costs of vehicle registration.

## 2. Method of payment:

Buyer undertakes to pay to Seller the amount of 500 or €2000 Euros deposit, which is five hundred or two thousand Euros, as well as 80 Euros handling fee to cover the operational costs of the web office. The total purchase price has to be paid by Buyer within 60 days. This period shall commence at the time the deposit and the handling fee arrive at the account of Seller.

- 2.1. Parties are aware of the legal nature of deposit.
- 2.2. Buyer understands that if he/she fails to meet the deadline specified above, the deposit will be lost. In case the Agreement is not completed due to the fault of Seller, the latter shall return the double amount of the deposit. Deposit shall be included into the purchase price of the vehicle.
- 2.3. When the Buyer purchases a car in the future, even if he fails to pay the full car price in the 60-days period specified in point 2, the Seller agrees to provide a discount on the vehicle, which is equal to the relevant amount of the deposit paid. For calculation the standard car prices are taken into account that are listed in the price list.
- 2.4. The Buyer acknowledges that the Seller provides a possibility to simultaneously use a single price discount, meaning that the price discount defined in paragraph 2.3. price discount does not apply to concessionary car prices, but only to the standard prices according to the price list.



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- 3. Seller agrees that after the full purchase price of the vehicle is paid, he will deliver the vehicle to the Buyer within 1-6 months, subject to the type of the vehicle. "NEW DAY" car boutique address: Hungary, Budapest, 1091, Üllői út 101.
- 3.1. The 6-month period is calculated as from the date of payment of the full purchase price.
- 3.1.1. The deadline for completion depends on the availability of stock. Seller shall inform Buyer on expected date of delivery when the full purchase price is being paid.
- 4. Buyer shall transfer the deposit to Seller within 24 hours. In case this does not take place, the Agreement shall be repealed.
- 4.1. The Agreement shall be also repealed, if Buyer fails to meet the deadline defined in section 2.
- 5. The payment shall include the number of Buyer's order.
- 6. As regards warranty and guarantee, the conditions described in the Warranty and Maintenance Booklet issued by the manufacturer, the provisions of the Civil Code, and the Government Act 151/2003 (IX.22.) shall prevail.
- 6.1 The original copy of the Warranty and Maintenance Booklet shall be handed over together with the vehicle.
- 6.2 The standard warranty is valid for a period of 24 months from the date of the 1st first registration, regardless of the number of kilometres travelled. The warranty period commences with the car registration.
- 6.3 The terms specified in the Warranty and Maintenance Booklet do not affect any other rights of Buyer which derive from legal acts.
- 7. From the date of payment, Buyer is entitled to take part in the promotional marketing program of the Holding LTD New Day. Conditions for participation in the program are found on its website, "Marketing" section, or the "General Terms of Participation in the Marketing Program".
- 8. This Agreement will be signed by information technology means, which Parties recognize as binding. The Agreement comes into force from the date of payment of the deposit to the bank account of the seller.
- 8.1 The Buyer shall print out the Agreement, and sent it by post signed to the address on the Seller's website www.nday.eu.



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- 9. Buyer shall take over the vehicle within 2 weeks after the notification that the vehicle can be taken over. The notification is sent to the e-mail address of the Buyer, as well as appears in the Buyer's back-office.
- 10. Parties agree that the implementation of this Agreement shall be governed by the laws of the Hungary.

Date: 2013

