

## GENERAL TERMS AND CONDITIONS OF SUPPLY AND SALE for Trading Company M. Vos V.O.F. (Vos Truckparts)

### Section 1. GENERAL

1. These General Terms and Conditions of Supply and Sale (hereinafter: 'general terms and conditions') apply to all quotations, offers, supplies of items and services, and drafting, content, and observance of all agreements with the Trading Company M. Vos V.O.F. (Vos Truckparts), which is located at Hedel.
2. Agreements and changes and/or additions to those agreements and to these general terms and conditions must be confirmed by Vos Truckparts in writing.
3. Additional and/or different conditions from another party, including the purchasing conditions of that other party, are not binding on us unless we accept them in writing, and for all other matters our general terms and conditions still apply.

### Section 2. OFFERS

1. All quotations and offers are without obligation and count as a request for business unless there is a written agreement to the contrary or our general terms and conditions state differently.
2. Descriptions in offers, such as illustrations, catalogues, drawings, or specifications provided in any other way, finishes, and colours are as accurate as possible, but are not binding on us.
3. If the other party places an order without us first issuing an offer, the agreement is not created until we have accepted the order in writing within ten days or if and in so far as we have already implemented an order. Shipment of the invoice to the other party is deemed as confirmation of the order.
4. Information and advice which we supply are merely of a general nature and without obligation.
5. Commitments by word of mouth or arrangements or agreements with our subordinates, such as representatives and people who are not employed by us, including intermediaries, are not binding on us until one of our authorised representatives has confirmed these arrangements, commitments, or agreements in writing.

### Section 3. PRICES

1. The prices listed in an offer do not include VAT. Prices are always based on the current level of prices at the time when the offer is issued unless we state otherwise in writing.
2. We are entitled to implement any changes in price levels, for instance due to changes in the sales prices of our suppliers, carriage charges, exchange rates for foreign currencies, import and export duties and equivalent fees, insurance costs, labour costs, social security costs, packing costs, taxes, and other factors affecting prices, in the price to be paid by the other party.
3. If this price change is implemented after the offer is issued, the other party is authorised to waive the agreement free of charge. If the price change is implemented within three months of the agreement being drafted, the other party is authorised to terminate the agreement.
4. Our price lists and other price quotations do not include VAT unless otherwise stated. The other party cannot invoke any rights from this. We reserve the right to change these price lists and price quotations at any time as well as the listed products.
5. The cost of free domicile shipment or cash on delivery shipment or express shipment is charged to the other party unless we have concluded a written agreement to the contrary.

### Section 4. DELIVERY TIMES

1. The delivery times which we give are not strict deadlines, so we are not in default merely if the delivery is after the expected delivery time. The stated delivery times are based on the circumstances prevailing at the time when the agreement was concluded. If there is a delay which is not our fault as a result of a change in the circumstances referred to or as a result of a change to the order in the meantime by the other party, the delivery time is extended accordingly, without prejudice to what is stipulated below in the event that we are unable either temporarily or permanently to fulfil the agreement. If an agreed delivery time is not met for any reason whatsoever, this does not entitle the other party to claim compensation or to abandon or suspend its duties towards us.
2. The delivery time commences as soon as we have confirmed the other party's order in writing, received any stipulated advance payment, and have been provided with all the technical details required for the execution of the agreement.

### Section 5. CIRCUMSTANCES BEYOND ONE'S CONTROL

1. Circumstances beyond one's control refer here to any shortcoming in the performance which is not our fault or which is not for our account.
2. At all events, there is clearly a case of circumstances beyond our own control if we, after concluding the agreement, are prevented from fulfilling our duties arising from this agreement or its terms and conditions as a result of war, risk of war, terrorist attacks, uprising, risk of civil commotion, fire, flood damage, strike action, office-sit-in, disruptions to the energy supply, operational failure, effects of natural forces, sickness among staff, faulty material, transport difficulties, or lack of raw materials. Furthermore, this concept also refers to any other causes which are not our fault or are outside our control.
3. The stipulations in the previous subsection also apply to third parties from whom we have to buy the necessary materials or raw materials fully or partially, as well as relating to storage or during transport, whether or not we have these things in our possession.
4. If we are prevented from executing the agreement, each of the parties is entitled to terminate the agreement fully or partially without a court order without us being obliged to pay any compensation whatsoever.
5. Notwithstanding what is written above, if we are prevented temporarily from executing the agreement as a result of circumstances beyond our control, we are authorised to suspend the delivery for the duration of the impediment. In such a case the other party is authorised to terminate the agreement if, in view of the circumstances of the case, the other party cannot reasonably be required to wait for the removal of the (cause of the) impediment. Such a termination does not entitle the other party to claim compensation.

### Section 6. PAYMENT

1. The payment must be made before the delivery unless otherwise agreed.
2. In other cases the invoice amounts must always be paid within 30 days of the invoice date without discount or deduction.
3. If the other party fails continually to pay invoices on time, the other party will be in breach of contract without the need for any demand or notice of default to that end and, on top of the agreed price or sum, will owe statutory interest on the outstanding part of the invoice sum, whereby a part of a month is reckoned as a whole month.
- Moreover, the other party is also obliged to pay full compensation due to its shortcomings and will also have to pay all costs incurred reasonably by us in order to establish compensation and liability as well as for obtaining satisfaction for legal and other costs.
4. The full purchase price and the cost of the service can be claimed immediately at all events if the amount is not paid promptly by the expiry date, if the other party goes bankrupt, asks for a suspension of payments or is put under administration, if the property or claims of the other party are impounded, or if the other party goes into liquidation, passes away, or is disbanded.
5. If we so require, the other party is obliged to pay the agreed prices or sums fully or partially in advance or to provide enough security for the prompt and full settlement of its payments and other obligations. We can also require this if we have already started on the execution of the agreement. If this causes a delay in the delivery, the other party is therefore liable for the loss suffered by us. A refusal by the other party to provide the required security entitles us to terminate the agreement by means of a statement to that effect without prejudice to our right to compensation for loss of income and loss of profit.
6. Each agreement is entered into on the suspensive condition that information to be obtained must prove the creditworthiness of the other party. We are entitled at all times to deliver solely for cash payment.
7. The payments made by the other party always serve firstly for the settlement of all due interest and (judicial or extrajudicial) costs and then for those invoice amounts which have been outstanding for the longest period, regardless of the statement by the other party that the payment is related to other invoices.
8. With a partial delivery the invoices relating to that delivery must be settled in accordance with the prevailing payment terms and conditions for the entire order.

### Section 7. DELIVERY

1. Unless otherwise agreed, the items are delivered in good condition 'ex factory' (Ex Works). The items are at the expense and risk of the other party as soon as they have left our company.
2. If a part of the order is ready, we are authorised to choose to deliver this part of the order or to wait until the entire order is ready for delivery.
3. The other party is obliged to check the items for faults immediately after reception. If there are any shortcomings in the delivery, we are entitled to deliver the missing part later and/or to replace the damaged part within a reasonable period without the other party being entitled to claim the full or partial termination of the agreement or require compensation from us by whatever name. Minor anomalies are not regarded as shortcomings in the delivery.
4. If it emerges that the other party is negligent in carrying out an operation with which it has to co-operate when the items are delivered, the items are at the risk of the other party as soon as they are ready for shipment, regardless of their location at that time. In that case the other party also owes a payment for storage costs as well as the purchase price.
5. If the other party is in default regarding the fulfilment of its payment obligations, we are authorised, in addition to our other rights and remedies, to suspend the delivery of the items purchased by the other party for the duration of the default or to deliver those items solely for cash on delivery.

### Section 8: COMPLAINTS, RETURN SHIPMENTS, AND GUARANTEE

1. All complaints must be submitted in writing with a precise specification of the complaint and its possible cause and must be in our possession within eight days of receipt of the items/provision of our services.
2. Complaints are valid only with regard to the items which are still in the same condition as when they were delivered. Minor anomalies which are deemed permissible in the trade or which are otherwise unavoidable and have not been caused by us do not provide grounds for complaint.
3. In the case of a justified complaint we are entitled to replace the products with others, all this to the exclusion of all rights and claims for compensation on the part of the other party.
4. A written notification as referred to in the first subsection of this section does not relieve the other party of its duty to pay for the sold items wholly and in full and without any entitlement to a deduction in accordance with the stipulations of these terms and conditions.
5. Return shipments are permitted only if we have agreed to this in writing. This does not mean that we have acknowledged the complaint. Return shipments, unless they are damaged at the time of receipt, must be sent to us in an undamaged condition in the original packing at the expense and risk of the other party.
6. Crediting with a return shipment takes place on the basis of the purchase price charged to the other party, on the understanding that the amount to be credited will never exceed the price which we would charge the other party on the day on which the returned items are delivered to us.
7. The guarantee is valid only if the other party has fulfilled all its duties towards us (both financially and otherwise) or has provided enough security to that end.
8. No guarantee is given for used (second-hand) parts, unless otherwise agreed.
9. Faults which arise as a result of normal wear and tear, improper treatment, or incorrect maintenance or which arise after modification or repair carried out by or on behalf of the other party itself or door third parties are not covered by the guarantee.

### Section 9. RESERVATION OF OWNERSHIP

1. The other party becomes owner of the items delivered or to be delivered by us only under suspensive condition. The ownership of what is delivered by us passes first to the other party as soon as the other party has fulfilled all its responsibilities towards us regarding the relevant agreement. If the other party has sold and delivered the items to a third party before the ownership has passed to it, this third party merely becomes the holder of the items in our eyes.
2. If the other party delivers to third parties items sold by us, the other party is obliged to retain the right of ownership on those items and pledge to us in advance all its rights which it might have with respect to those third parties or to transfer them in any other way for what we might be able to claim from the other party as a result of the agreement concluded between us and the other party.
3. If the other party fails to fulfil any duty towards us from the agreement regarding sold items or services to be carried out, we are entitled without notice of default to repossess the items originally supplied. The other party authorises us to enter the place where those items are located.

### Section 10. LIABILITY

1. Apart from what is stipulated above with regard to complaints and apart from gross negligence and wilful intent, we are never liable for any direct or indirect damage to persons, items, or companies of the other party and/or of third parties. This does not affect our statutory liability by virtue of mandatory provisions.
2. If we are liable to pay any compensation despite what is stipulated in subsection 1 of this section, this compensation for each occurrence (in which a series of occurrences counts as one occurrence) will not under any circumstances exceed the price (excluding turnover tax) stipulated in the agreement between the parties, in the context of which the occurrence has arisen, but limited to a maximum of one hundred thousand euros (€100,000).
3. A condition for the creation of any right to compensation is always that the other party has notified us of the damage in writing as soon as reasonably possible after such a right arises.
4. The other party safeguards us for any damage which we might suffer as a result of claims from third parties related to items or services which we have supplied, including claims from third parties which suffer damage which is the result of a fault in items or services supplied by us which have been used, changed, or passed on by the other party with the addition of, or in connection with, the other party's own products or services, unless the other party proves that the fault is not the result of use, change, or through supply as referred to above.
5. Moreover, the other party safeguards us from all costs which we have incurred and any damage suffered by us or third parties by using or applying items, models, drawings, samples, and such like by order of the other party. Damage here includes the damage which arises because such use or application means a violation of the intellectual or industrial ownership of third parties.
6. If the other party has made items available to us, it does so entirely at its own risk. If those items are then damaged or lost, we are not liable to pay any compensation whatsoever. The other party is obliged to insure those items for fire, theft, and damage and to keep them insured for the duration of the agreement.

### Section 11. RIGHT OF RETENTION

We are entitled to refuse the delivery of all items from the other party on our premises for as long as those items or completed works have not been paid in full.

### Section 12. TERMINATION

1. The agreement is terminated legally without a court order and without the requirement for any notice of default at the time when the other party, who has failed completely or partially to fulfil its duties which arise from the agreement, is declared bankrupt, asks for a suspension of payments, or loses the power of disposal over its assets or some of them by means of garnishment, under guardianship, or in any other way, unless the receiver or the administrator recognises the duties arising from the sales contract as estate debts.
2. If the other party gives us good reasons to fear that it will not fulfil its duties towards us or if the other party fails completely or partially to fulfil its duties adequately towards us which arise from an agreement concluded with us as well as in the case of suspension of payments, liquidation of the other party's businesses or his or her death, we are entitled to terminate the agreement fully or partially.
3. The agreement is terminated without a court order and without the requirement for notice of default, and with the recovery of all items on which we retain the right of ownership and/or right of pledge.
4. In the event of termination, we are authorised to remove from the other party's premises the items mentioned in the previous subsection at the other party's expense, and the other party must co-operate here at all times. We are also authorised to reclaim what we have supplied, if it has not yet been paid for or to claim payment for the part of the agreement which has been executed and/or to demand payment in advance for further supply.
5. In the aforementioned cases any claim which we have against the other party can be demanded immediately.
6. The termination means that mutually existing claims can be demanded immediately. The other party is liable for any loss which we have suffered, including loss of profits.

### Section 13. DISPUTES

1. All agreements to which these general terms and conditions apply will be subjected to Dutch law. Any disputes arising from existing agreements between the parties shall be submitted to the law courts at 's-Hertogenbosch to the extent that this is compatible with the legal stipulations, unless we prefer to submit the dispute to the judgment of another authorised court in the Netherlands or elsewhere.
2. If any stipulation of these general terms and conditions is null and void or is declared void, the other stipulations of these general terms and conditions shall remain entirely in force and the parties shall consult each other in order to agree on new stipulations to replace the null and void or void stipulations, as the case may be, whereby they show due regard as far as possible for the aim and scope of the null and void or void stipulation, as the case may be.

### Artikel 14. CHANGES

We reserve the right to change these general terms and conditions in their entirety or in certain parts or for certain items or other parties.